



City of YUMA

**CITY OF YUMA
REGULAR CITY COUNCIL MEETING AGENDA
COUNCIL CHAMBERS – YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
WEDNESDAY, SEPTEMBER 07, 2011
5:30 P.M.**

Notice is hereby given, pursuant to Resolution R2008-55, that Councilmember Johnson may participate in the September 7, 2011 Regular City Council Meeting through voice technology. Voting procedures will remain as required by the Yuma City Charter and other applicable laws.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

FINAL CALL for submission of Speaker Request Forms

PRESENTATIONS

I. CALL TO THE PUBLIC

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

II. MOTION CONSENT AGENDA

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

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

There are no minutes for approval at this time.

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)

7. 2. Special Event Liquor License: Yuma County Hispanic Chamber of Commerce

Approve a Special Event Liquor License application submitted by Hilda Aleman, on behalf of the Yuma County Hispanic Chamber of Commerce, for the 16th of September Festival. The fundraiser will be held at Desert Sun Stadium on the exhibition field located at 1280 W. Desert Sun Drive, on September 17, 2011 from 12:00 p.m. to 10:00 p.m. and September 18, 2011 from 12:00 p.m. to 9:00 p.m. (SP11-27) (City Administration/City Clerk) (Lynda L. Bushong)

9. 3. Request for Proposal (RFP): Classification Study and Pay Plan Development

Authorize Administration to execute a contract for a new Classification Study and Pay Plan Development to: Public Sector Personnel Consultants, Tempe, Arizona. (Human Resources - RFP #2012-20000002) (Jack Dodd)

11. 4. Bid Award: Sign Blanks, U-Channel Sign Post and Delineator Posts

Award to the three lowest responsive/responsible bidders for Sign Blanks, U-Channel Sign Post and Delineator Posts, 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 \$30,000.00, which will exceed \$50,000.00 over the five-year life of the contract with the following firms:

- 1. Custom Products Corporation (CPC) Jackson, Mississippi
 - 2. Lightle Enterprises of Ohio LLC, Frankfort, Ohio
 - 3. Zumar Industries, Inc. Santa Fe Springs, California
- Public Works/Streets - Bid #2011000296) (Joel Olea)

21. 5. Intergovernmental Agreement: Yuma Union High School District No. 70

Authorize execution of an Intergovernmental Agreement with Yuma Union High School District No. 70 for the 2011-2012 School Safety Program for one year. (Police/Patrol) (Jerry Geier)

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

M/ _____ S/ _____ VV/ _____

III. RESOLUTION CONSENT AGENDA

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

32. A. Resolution R2011-24 Intergovernmental Agreement: State of Arizona

Authorize execution of an Intergovernmental Agreement with the State of Arizona for Inventory/Replacement Signs and Retroreflector supply. (Public Works/Street Maintenance) (Joel Olea)

42. B. Resolution R2011-25 Moment of Remembrance

Adopt a resolution in remembrance of the 10th anniversary of the events that took place on September 11, 2001. (City Administration)

47. C. Resolution R2011-26 2011 City of Yuma Primary Election Canvass

Declare the official canvass (results) of the August 30, 2011 City of Yuma Primary Election. (City Administration/City Clerk) (Lynda Bushong)

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.

52. A. Ordinance O2011-30 Correction of Scrivener's Error: Ordinance No. O2010-32

Approve an amendment to Ordinance No. O2010-32 to correct a scrivener's error that occurred during the reformatting of the City of Yuma Zoning Code. (Z2010-001) (Community Development/Community Planning) (Laurie Lineberry)

55. B. Ordinance O2011-31 Annexation Area No. A2011-01: Peterson

Authorize annexation of approximately 27 acres of real property located at the northeast corner of 20th Street and Letvin Avenue into the City of Yuma. (Community Development/Community Planning) (Laurie Lineberry)

65. C. Ordinance O2011-32 Amend Ordinance No. O98-77: Discharge of Firearms Prohibited; Exceptions.

Amend the Yuma City Code, Title 11, Chapter 114, Subsection 15 to prohibit hunting within one quarter mile of an occupied structure. (Police/Administration) (Jerry Geier)

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

M/_____ S/_____ RV/_____

V. INTRODUCTION OF ORDINANCES

The following ordinance(s) is presented to the City Council for introduction. No vote or action by the City Council is necessary. However, the City Council may, at its option, vote or take action where appropriate. Ordinances given introduction are generally presented to the City Council for adoption at the next Regular City Council meeting.

68. A. Ordinance O2011-33 Waterline Easement: Engler Avenue

Authorize the acquisition of easement right-of-way along Engler Avenue, south of 16th Street, for the extension, operation and maintenance of a waterline. (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:
 - Residential Advisory and Appeals Board: 1 re-appointment to expire on 12/31/2015.
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 August 18, 2011 through September 7, 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 for personnel, legal, litigation and real estate matters pursuant to A.R.S. Section 38-431.03 A(1), (3), (4), & (7). 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.



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 7, 2011

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Special Event Liquor License: Yuma County Hispanic Chamber of Commerce

SUMMARY RECOMMENDATION:

Approve a Special Event Liquor License application submitted by Hilda Aleman, on behalf of the Yuma County Hispanic Chamber of Commerce, for the 16th of September Festival. The fundraiser will be held at Desert Sun Stadium on the exhibition field located at 1280 W. Desert Sun Drive, on September 17, 2011 from 12:00 p.m. to 10:00 p.m. and September 18, 2011 from 12:00 p.m. to 9:00 p.m. (SP11-27)

REPORT:

Hilda Aleman, on behalf of the Yuma County Hispanic Chamber of Commerce, has applied for a Special Event Liquor License for the 16th of September Festival. The fundraiser will be held at Desert Sun Stadium on the exhibition field located at 1280 W. Desert Sun Drive, on September 17, 2011 from 12:00 p.m. to 10:00 p.m. and September 18, 2011 from 12:00 p.m. to 9:00 p.m.

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

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

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

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: Application fee revenue: \$20.00			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. Special Event Liquor License application 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR: Pat Wicks for Gregory K. Wilkinson		DATE: 8/30/2011	
	REVIEWED BY CITY ATTORNEY: Steven W. Moore		DATE: 8/30/2011	
	RECOMMENDED BY (DEPT/DIV HEAD): Lynda L. Bushong		DATE: 8/23/2011	
	WRITTEN/SUBMITTED BY: Jasmin Rodriguez		DATE: 8/18/2011	



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 7, 2011
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
Request for Proposal (RFP): Classification Study and Pay Plan Development

SUMMARY RECOMMENDATION:
Authorize Administration to execute a contract for a new Classification Study and Pay Plan Development to:

Public Sector Personnel Consultants Tempe, Arizona

(Human Resources - RFP #2012-20000002) (Jack Dodd)

REPORT:
The contract will allow a classification study of all full time employees. The contract will also include Public Sector Personnel Consultants (PSPC) assisting the City in modeling a new pay structure using current compensation levels. This study will not conduct a new market compensation study at this time.

PSPC will review existing City of Yuma classification and pay for appropriateness, internal equity and external competitiveness and examine current classification and pay plans and the provisions of applicable laws, regulations, and procedures governing the plan. PSPC will conduct a comprehensive evaluation of every job within the City (to include individual interviews with most of the job titles) to determine relative worth of the position within the organization (internal equity) and to establish pay ranges. PSPC will develop a comprehensive questionnaire to be completed by a majority of employees from each category or position title. The goal of this study will be to reduce the number of classifications from 270+ and to update the positions to current duties and responsibilities. A similar comprehensive study was last completed in 2001.

The RFP was distributed for solicitation as follows:

BID STATISTICS	TOTAL	LOCAL VENDORS
Bid Packages Distributed	24	0
Bids Received	7	0

An evaluation committee comprised of City staff reviewed and rated the proposals received. Staff requests City Council authorization to execute a contract for *Classification Study and Pay Plan Development*, as indicated above.

This recommendation has the concurrence of the Human Resources Director.

FISCAL REQUIREMENTS	CITY FUNDS:	\$75,000.00	BUDGETED:	\$75,000.00
	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: 001-19-10-6201	
	TOTAL:	\$75,000.00		
	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.			
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<input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office				
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Greg Wilkinson		8/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		8/30/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		8/22/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Robin R. Wilson		8/18/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 7, 2011
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
Bid Award: Sign Blanks, U-Channel Sign Post and Delineator Posts

SUMMARY RECOMMENDATION:

Award to the three lowest responsive/responsible bidders for Sign Blanks, U-Channel Sign Post and Delineator Posts, 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 \$30,000.00, which will exceed \$50,000.00 over the five-year life of the contract with the following firms:

Custom Products Corporation (CPC)	Jackson, Mississippi
Lightle Enterprises of Ohio LLC	Frankfort, Ohio
Zumar Industries, Inc.	Santa Fe Springs, California

(Public Works/Streets - Bid #2011000296) (Joel Olea)

REPORT:

In the past, the traffic control items had been solicited under an Informal Bid. Staff reviewed past usage and the cumulative commodity value exceeds the Informal Bid threshold of \$50,000.00, which requires a formal solicitation and City Council approval.

The Bid was distributed for solicitation as follows:

BID STATISTICS	TOTAL	LOCAL VENDORS
Bid Packages Distributed	39	2
Bids Received	7	0

Custom Products Corporation will be awarded the following line items: 1 – 48; 50a – 50h and 60a & 60b.

Lightle Enterprises will be awarded line items 49a – 49f and line items 51 – 55.

Zumar Industries will be awarded line items 56 – 59.

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

FISCAL REQUIREMENTS	CITY FUNDS:	\$30,000.00	BUDGETED:	\$30,000.00
	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: 101-40-35.6804	
	TOTAL:	\$30,000.00		
	FISCAL IMPACT STATEMENT: Funding is available in the FY 2011-2012 Operational Budgets to cover the expenditures for this contract. 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.			
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SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		8/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		8/30/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		8/22/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Mary E. Roman		8/22/2011		

CITY OF YUMA

Sign Blanks - U-Channel Sign Post And Delineator Post

Bid #2011000296

	CENTERLINE SUPPLY WEST INC Phoenix, AZ	COMADE INC Santa Ana, CA	CUSTOM PRODUCTS CORPORATION Jackson, MS	LIGHTLE ENTERPRISES OF OHIO LLC Frankfort, OH	SAFEWAY SIGN COMPANY Adelanto, CA	VULCAN SIGNS Foley, AL	ZUMAR INDUSTRIES INC Santa Fe Springs, CA
Sign Blanks							
1. 24' x 24" Octagon		\$7.07	\$8.92		\$12.20	\$9.38	\$12.14
50 each	NO BID	\$353.50	\$446.00	NO BID	\$610.00	\$469.00	\$607.00
			*				
2. 30" x 30" Octagon		\$13.78	\$14.01		\$19.06	\$14.52	\$20.51
50 each	NO BID	\$689.00	\$700.50	NO BID	\$953.00	\$726.00	\$1,025.50
			*				
3. 36' x 36" Octagon		\$23.29	\$20.18		\$27.45	\$21.02	\$30.44
10 each	NO BID	\$1,164.50	\$201.80	NO BID	\$274.50	\$1,051.00	\$304.40
			*				
4. 48" x 48" Octagon		\$41.41	\$35.60		\$48.80	\$37.68	\$38.23
10 each	NO BID	\$414.10	\$356.00	NO BID	\$488.00	\$376.80	\$382.30
			*				
5. 24" x 24" x 24" Triangle		\$6.58	\$7.49		\$5.74	\$5.42	\$8.95
10 each	NO BID	\$65.80	\$74.90	NO BID	\$57.40	\$54.20	\$89.50
			*				
6. 30" x 30" x 30" Triangle		\$9.71	\$8.17		\$8.29	\$7.72	\$10.80
10 each	NO BID	\$97.10	\$81.70	NO BID	\$82.90	\$77.20	\$108.00
			*				
7. 36" x 36" x 36" Triangle		\$13.74	\$11.71		\$11.90	\$10.91	\$15.86
10 each	NO BID	\$137.40	\$117.10	NO BID	\$119.00	\$109.10	\$158.60
			*				
8. 12" x 6" Horizontal Rectangle		\$1.29	\$1.46		\$2.43	\$1.53	\$2.95
30 each	NO BID	\$38.70	\$43.80	NO BID	\$72.90	\$45.90	\$88.50
			*				
9. 12" x 8" Horizontal Rectangle		\$1.73	\$2.19		\$2.85	\$1.95	\$2.95
10 each	NO BID	\$17.30	\$21.90	NO BID	\$28.50	\$19.50	\$29.50
			*				
10. 30" x 18" Horizontal Rectangle		\$9.71	\$9.20		\$11.44	\$9.56	\$15.76
10 each	NO BID	\$97.10	\$92.00	NO BID	\$114.40	\$95.60	\$157.60
			*				
11. 36" x 12" Horizontal Rectangle		\$7.77	\$7.38		\$9.15	\$7.70	\$10.50
10 each	NO BID	\$77.70	\$73.80	NO BID	\$91.50	\$77.00	\$105.00
			*				
12. 36" x 30" Horizontal Rectangle		\$19.41	\$18.29		\$22.88	\$18.97	\$26.26
10 each	NO BID	\$194.10	\$182.90	NO BID	\$228.80	\$189.70	\$262.60
			*				

**Sign Blanks - U-Channel Sign Post And Delineator Post
Bid #2011000296**

	CENTERLINE SUPPLY WEST INC Phoenix, AZ	COMADE INC Santa Ana, CA	CUSTOM PRODUCTS CORPORATION Jackson, MS	LIGHTLE ENTERPRISES OF OHIO LLC Frankfort, OH	SAFEWAY SIGN COMPANY Adelanto, CA	VULCAN SIGNS Foley, AL	ZUMAR INDUSTRIES INC Santa Fe Springs, CA
13. 42" X 12" Horizontal Rectangle 10 each	NO BID	\$9.06 \$90.60	\$8.58 \$85.80	NO BID	\$10.68 \$106.80	\$8.96 \$89.60	\$12.25 \$122.50
			*				
14. 42" x 30" Horizontal Rectangle 10 each	NO BID	\$22.64 \$226.40	\$21.35 \$213.50	NO BID	\$26.69 \$266.90	\$22.12 \$221.20	\$30.63 \$306.30
			*				
15. 42" x 36" Horizontal Rectangle 10 each	NO BID	\$27.18 \$271.80	\$25.52 \$255.20	NO BID	\$32.03 \$320.30	\$26.49 \$264.90	\$36.75 \$367.50
			*				
16. 48" x 24" Horizontal Rectangle 20 each	NO BID	\$20.71 \$414.20	\$19.51 \$390.20	NO BID	\$24.40 \$488.00	\$20.21 \$404.20	\$28.00 \$560.00
			*				
17. 48" x 30" Horizontal Rectangle 10 each	NO BID	\$25.88 \$258.80	\$24.28 \$242.80	NO BID	\$30.50 \$305.00	\$25.27 \$252.70	\$35.00 \$350.00
			*				
18. 48" x 36" Horizontal Rectangle 10 each	NO BID	\$31.06 \$310.60	\$29.14 \$291.40	NO BID	\$36.60 \$366.00	\$30.39 \$303.90	\$42.00 \$420.00
			*				
19. 12" x 18" Vertical Rectangle 20 each	NO BID	\$3.88 \$77.60	\$3.84 \$76.80	NO BID	\$4.98 \$99.60	\$3.81 \$76.20	\$5.82 \$116.40
			*				
20. 18" x 24" Vertical Rectangle 10 each	NO BID	\$7.77 \$77.70	\$7.38 \$73.80	NO BID	\$9.15 \$91.50	\$7.56 \$75.60	\$11.64 \$116.40
			*				
21. 15" x 21" Vertical Rectangle 10 each	NO BID	\$5.66 \$56.60	\$5.50 \$55.00	NO BID	\$6.73 \$67.30	\$5.65 \$56.50	\$8.95 \$89.50
			*				
22. 24" x 28" Vertical Rectangle 10 each	NO BID	\$12.07 \$120.70	\$11.39 \$113.90	NO BID	\$14.23 \$142.30	\$11.81 \$118.10	\$18.36 \$183.60
			*				
23. 24" x 30" Vertical Rectangle 30 each	NO BID	\$12.94 \$388.20	\$12.19 \$365.70	NO BID	\$15.25 \$457.50	\$12.53 \$375.90	\$18.36 \$550.80
			*				
24. 18" x 18" Diamond 50 each	NO BID	\$5.82 \$291.00	\$5.66 \$283.00	NO BID	\$6.89 \$344.50	\$5.81 \$290.50	\$8.95 \$447.50
			*				
25. 24" x 24" Diamond 10 each	NO BID	\$10.36 \$103.60	\$9.81 \$98.10	NO BID	\$12.20 \$122.00	\$10.04 \$100.40	\$14.70 \$147.00
			*				

CITY OF YUMA
Sign Blanks - U-Channel Sign Post And Delineator Post
Bid #2011000296

	CENTERLINE SUPPLY WEST INC Phoenix, AZ	COMADE INC Santa Ana, CA	CUSTOM PRODUCTS CORPORATION Jackson, MS	LIGHTLE ENTERPRISES OF OHIO LLC Frankfort, OH	SAFEWAY SIGN COMPANY Adelanto, CA	VULCAN SIGNS Foley, AL	ZUMAR INDUSTRIES INC Santa Fe Springs, CA
26. 30" x 30" Diamond 10 each	NO BID	\$15.13 \$151.30	\$15.24 \$152.40 *	NO BID	\$19.06 \$190.60	\$15.64 \$156.40	\$21.96 \$219.60
27. 36" x 36" Diamond 20 each	NO BID	\$23.32 \$466.40	\$21.94 \$438.80 *	NO BID	\$27.45 \$549.00	\$22.67 \$453.40	\$33.19 \$663.80
28. 12" x 12" Square 20 each	NO BID	\$2.59 \$51.80	\$2.80 \$56.00 *	NO BID	\$3.70 \$74.00	\$2.67 \$53.40	\$3.95 \$79.00
29. 18" x 18" Square 50 each	NO BID	\$5.82 \$291.00	\$5.66 \$283.00 *	NO BID	\$6.89 \$344.50	\$5.77 \$288.50	\$8.95 \$447.50
30. 24" x 24" Square 10 each	NO BID	\$10.36 \$103.60	\$9.81 \$98.10 *	NO BID	\$12.20 \$122.00	\$10.04 \$100.40	\$14.70 \$147.00
31. 30" x 30" Square 10 each	NO BID	\$16.06 \$160.60	\$15.24 \$152.40 *	NO BID	\$19.06 \$190.60	\$15.64 \$156.40	\$21.96 \$219.60
32. 30" x 30" Pentagon 10 each	NO BID	\$16.89 \$168.90	\$14.01 \$140.10 *	NO BID	\$19.06 \$190.60	\$14.27 \$142.70	\$21.37 \$213.70
33. 24" x 6" Street Name Blanks 50 each	NO BID	\$2.57 \$128.50	\$2.85 \$28.50 *	NO BID	\$3.70 \$185.00	\$2.71 \$27.10	\$3.95 \$39.50
34. 30" x 6" Street Name Blanks 50 each	NO BID	\$3.21 \$160.50	\$3.56 \$178.00 *	NO BID	\$4.34 \$217.00	\$3.33 \$166.50	\$3.95 \$197.50
35. 32' x 8" Street Name Blanks 10 each	NO BID	\$4.57 \$45.70	\$4.65 \$46.50 *	NO BID	\$5.68 \$56.80	\$4.54 \$45.40	\$4.25 \$42.50
36. 36' x 6" Street Name Blanks 50 each	NO BID	\$3.85 \$192.50	\$3.92 \$196.00 *	NO BID	\$4.98 \$249.00	\$3.98 \$199.00	\$5.82 \$291.00
37. 36" x 8" Street Name Blanks 10 each	NO BID	\$5.14 \$51.40	\$5.17 \$51.70 *	NO BID	\$6.25 \$62.50	\$5.22 \$52.20	\$5.95 \$59.50

CITY OF YUMA
Sign Blanks - U-Channel Sign Post And Delineator Post
Bid #2011000296

	CENTERLINE SUPPLY WEST INC Phoenix, AZ	COMADE INC Santa Ana, CA	CUSTOM PRODUCTS CORPORATION Jackson, MS	LIGHTLE ENTERPRISES OF OHIO LLC Frankfort, OH	SAFEWAY SIGN COMPANY Adelanto, CA	VULCAN SIGNS Foley, AL	ZUMAR INDUSTRIES INC Santa Fe Springs, CA
38. 42" x 6" Street Name Blanks 50 each	NO BID	\$4.49 \$224.50	\$4.57 \$228.50	NO BID	\$5.61 \$280.50	\$4.71 \$235.50	\$6.79 \$339.50
			*				
39. 42"x 8" Street Name Blanks 10 each	NO BID	\$6.00 \$60.00	\$6.03 \$60.30	NO BID	\$7.10 \$71.00	\$6.17 \$61.70	\$9.04 \$90.40
			*				
40. 48" x 6" Street Name Blanks 30 each	NO BID	\$6.85 \$205.50	\$6.70 \$201.00	NO BID	\$7.95 \$238.50	\$6.88 \$206.40	\$10.36 \$310.80
			*				
41. 60" x 12" Street Name Blanks 10 each	NO BID	\$12.85 \$128.50	\$12.19 \$121.90	NO BID	\$15.25 \$152.50	\$12.75 \$127.50	\$18.36 \$183.60
			*				
42. 9" x 12" Sign Blanks with punch 20 each	NO BID	\$1.93 \$38.60	\$2.19 \$43.80	NO BID	\$3.06 \$61.20	\$2.15 \$43.00	\$3.95 \$79.00
			*				
43. 10" x 24" Sign Blanks with punch 40 each	NO BID	\$4.28 \$171.20	\$4.27 \$170.80	NO BID	\$5.40 \$216.00	\$4.37 \$174.80	\$7.76 \$310.40
			*				
44. 12" x 24" Sign Blanks with punch 40 each	NO BID	\$5.14 \$205.60	\$5.07 \$202.80	NO BID	\$6.25 \$250.00	\$5.19 \$207.60	\$7.76 \$310.40
			*				
45. 12" x 36" Sign Blanks with punch 20 each	NO BID	\$7.72 \$154.40	\$7.38 \$147.60	NO BID	\$9.15 \$183.00	\$7.70 \$154.00	\$10.50 \$210.00
			*				
46. 12" x 48" Sign Blanks with punch 20 each	NO BID	\$10.28 \$205.60	\$9.81 \$196.20	NO BID	\$12.20 \$244.00	\$10.22 \$204.40	\$14.70 \$294.00
			*				
47. 12" x 72" Sign Blanks with punch 20 each	NO BID	\$15.42 \$308.40	\$14.63 \$292.60	NO BID	\$18.30 \$366.00	\$15.41 \$308.20	\$21.96 \$439.20
			*				
48. 12" x 96" Sign Blanks with punch 40 each	NO BID	\$20.57 \$822.80	\$19.51 \$780.40	NO BID	\$24.40 \$976.00	\$21.33 \$853.20	\$33.19 \$1,327.60
			*				
Sign Blanks Sub-Total	No Bid	\$10,531.40	\$9,205.00	NO BID	\$11,768.90	\$10,338.40	\$13,611.10
			*				

CITY OF YUMA
Sign Blanks - U-Channel Sign Post And Delineator Post
Bid #2011000296

	CENTERLINE SUPPLY WEST INC Phoenix, AZ	COMADE INC Santa Ana, CA	CUSTOM PRODUCTS CORPORATION Jackson, MS	LIGHTLE ENTERPRISES OF OHIO LLC Frankfort, OH	SAFEWAY SIGN COMPANY Adelanto, CA	VULCAN SIGNS Foley, AL	ZUMAR INDUSTRIES INC Santa Fe Springs, CA
49. Flat Blade Hardware							
49a Crosspiece Holders - 6' Blade 100 each	\$6.27 \$627.00	NO BID	\$3.85 \$385.00	\$3.46 \$346.00 *	NO BID	\$5.57 \$557.00	\$4.95 \$495.00
49b Crosspiece Holders - 12' Blade 100 each	\$15.81 \$1,581.00		\$10.00 \$1,000.00	\$9.60 \$960.00 *	NO BID	\$13.48 \$1,348.00	\$12.90 \$1,290.00
49c Square Street Signs Mounting Caps 5 /14" blade holder (for 2" x 2" Square Post) 100 each	\$6.00 \$600.00	\$4.51 \$451.00	\$3.85 \$385.00	\$3.94 \$394.00 *	NO BID	\$5.67 \$567.00	\$5.25 \$525.00
49d Square Street Signs Mounting Caps 12" blade holder 2" (for 2" x 2" Square Post) 100 each	\$13.50 \$1,350.00	\$10.00 \$1,000.00	\$10.00 \$1,000.00	\$9.60 \$960.00 *	NO BID	\$13.48 \$1,348.00	\$12.90 \$1,290.00
49e U-Channel Post Caps - 6" Blade Holder 100 each	\$6.05 \$605.00	NO BID	\$3.85 \$385.00	\$3.46 \$346.00 *	NO BID	\$5.38 \$538.00	\$5.95 \$595.00
49f U-Channel Post Caps 12" Blade Holder, Blade Sits 90 to flange on U-Channel Post 100 each	\$15.03 \$1,503.00	NO BID	\$10.00 \$1,000.00	\$9.60 \$960.00 *	NO BID	\$13.48 \$1,348.00	\$12.90 \$1,290.00
Flat Blade Hardware Sub-Total	\$6,266.00	\$1,451.00	\$4,155.00	\$3,966.00 *	NO BID	\$5,706.00	\$5,485.00

50. U-Channels Sign Post / Delineator Posts

CITY OF YUMA

Sign Blanks - U-Channel Sign Post And Delineator Post

Bid #2011000296

	CENTERLINE SUPPLY WEST INC Phoenix, AZ	COMADE INC Santa Ana, CA	CUSTOM PRODUCTS CORPORATION Jackson, MS	LIGHTLE ENTERPRISES OF OHIO LLC Frankfort, OH	SAFEWAY SIGN COMPANY Adelanto, CA	VULCAN SIGNS Foley, AL	ZUMAR INDUSTRIES INC Santa Fe Springs, CA
50a U-Channels Sign Post 2lb - 5 1/2 ft length 100 each	\$17.25	\$11.32	\$9.24			\$12.54	
	\$1,725.00	\$1,132.00	\$924.00	NO BID	NO BID	\$1,254.00	NO BID
			*				
50b U-Channels Sign Post, 2lb - 7 1/2 ft length 100 each	\$20.78	\$15.41	\$12.61			\$19.28	
	\$2,078.00	\$1,541.00	\$1,261.00	NO BID	NO BID	\$1,928.00	NO BID
			*				
50c U-Channels Sign Post 3lb - 8 ft length 100 each	\$28.25		\$19.62			\$28.08	
	\$2,825.00	NO BID	\$1,962.00	NO BID	NO BID	\$2,808.00	NO BID
			*				
50d U-Channels Sign Post, 3lb - 10 ft length 100 each	\$33.90		\$24.53			\$35.10	
	\$3,390.00	NO BID	\$2,453.00	NO BID	NO BID	\$3,510.00	NO BID
			*				
50e U-Channels Sign Post 3lb - 12 ft length 100 each	\$39.65		\$28.91			\$42.12	
	\$3,965.00	NO BID	\$2,891.00	NO BID	NO BID	\$4,212.00	NO BID
			*				
50f U-Channels Sign Post, 3lb - 14 ft length 100 each	\$45.50		\$34.34			\$49.14	
	\$4,550.00	NO BID	\$3,434.00	NO BID	NO BID	\$4,914.00	NO BID
			*				
50g 42" anchors for 3lb U-Channel Post 100 each	\$13.25		\$8.67			\$11.97	
	\$1,325.00	NO BID	\$867.00	NO BID	NO BID	\$1,197.00	NO BID
			*				
50h Lap Splice for 42" anchors and 3lb U-Channel Post 100 each	\$9.50		\$22.84			\$5.95	
	\$950.00	NO BID	\$2,284.00	NO BID	NO BID	\$595.00	NO BID
			*				
51. 72" Ground Driven Delineator Post 300 each	\$20.90		\$19.00	\$15.60			
	\$6,270.00	NO BID	\$5,700.00	\$4,680.00	NO BID	NO BID	NO BID
				*			
52. Post Driver DSD300, U-Channel Manual Driver Tool for CDS3072 BCGDU05 300 each	\$385.00			\$198.00			
	\$1,540.00	NO BID	NO BID	\$792.00	NO BID	NO BID	NO BID
				*			

CITY OF YUMA

Sign Blanks - U-Channel Sign Post And Delineator Post

Bid #2011000296

	CENTERLINE SUPPLY WEST INC Phoenix, AZ	COMADE INC Santa Ana, CA	CUSTOM PRODUCTS CORPORATION Jackson, MS	LIGHTLE ENTERPRISES OF OHIO LLC Frankfort, OH	SAFEWAY SIGN COMPANY Adelanto, CA	VULCAN SIGNS Foley, AL	ZUMAR INDUSTRIES INC Santa Fe Springs, CA
53. Surface Mounted Delineator Post, Standard Colors and Sizes 300 each	\$20.57 \$6,171.00	NO BID	NO BID	\$17.88 \$5,364.00	NO BID	NO BID	NO BID
				*			
54. Replacement Tubular Posts - 36" L 300 each	\$20.43 \$6,129.00	NO BID	NO BID	\$7.81 \$2,343.00	NO BID	NO BID	NO BID
				*			
55. Repair Surface Mount Bases - Safehit #SH336SMR-YX 300 each	\$7.50 \$30.00	NO BID	NO BID	\$12.80 \$3,840.00	NO BID	NO BID	NO BID
				*			
56. 2" x 2" 10 ft L - Square Posts - 12 gauge with "punch" 150 each	\$34.30 \$5,145.00	\$26.84 \$4,026.00	\$26.79 \$4,018.50	NO BID	NO BID	NO BID	\$26.40 \$3,960.00
							*
57. 2" x 2" 12 ft L - Square Posts - 12 gauge with "punch" 150 each	\$39.36 \$5,904.00	\$32.21 \$4,831.50	\$32.15 \$4,822.50	NO BID	NO BID	NO BID	\$31.68 \$4,752.00
							*
58. 2.5" x 2.5" 10 ft L - Square Posts - 12 gauge with "punch" 150 each	\$41.00 \$6,150.00	\$33.84 \$5,076.00	\$35.13 \$5,269.50	NO BID	NO BID	NO BID	\$33.07 \$4,960.50
							*
59. 2.5" x 2.5" 12 ft L - Square Posts - 12 gauge with "punch" 150 each	\$48.20 \$7,230.00	\$40.68 \$6,102.00	\$42.15 \$6,322.50	NO BID	NO BID	NO BID	\$39.72 \$5,958.00
							*
60a Slip Base Breakaway System - 2 1/4" 150 each	NO BID	NO BID	\$9.88 \$1,482.00	NO BID	NO BID	NO BID	\$110.00 \$16,500.00
			*				
60b Slip Base Breakaway System - 2 1/4" 150 each	\$121.50 \$18,225.00	NO BID	\$10.97 \$1,645.50	NO BID	NO BID	NO BID	\$110.00 \$16,500.00
			*				
Sign Blanks Sub-Total	No Bid	\$10,531.40	\$9,205.00	NO BID	\$11,768.90	\$10,338.40	\$13,611.10
Flat Blade Hardware Sub-Total	\$6,266.00	\$1,451.00	\$4,155.00	\$3,966.00	NO Bid	\$5,706.00	\$5,485.00

CITY OF YUMA
Sign Blanks - U-Channel Sign Post And Delineator Post
Bid #2011000296

	CENTERLINE SUPPLY WEST INC	COMADE INC	CUSTOM PRODUCTS CORPORATION	LIGHTLE ENTERPRISES OF OHIO LLC	SAFEWAY SIGN COMPANY	VULCAN SIGNS	ZUMAR INDUSTRIES INC
	Phoenix, AZ	Santa Ana, CA	Jackson, MS	Frankfort, OH	Adelanto, CA	Foley, AL	Santa Fe Springs, CA
U-Channels Sign Post / Delineator Posts Sub-Total	\$83,602.00	\$22,708.50	\$45,336.50	\$17,019.00	NO BID	\$20,418.00	\$52,630.50
 Lowest/Responsible Bidder			Line Items 1 - 48 Line Items 50a - 50h Line Items 60a - 60b	Line Items 49a - 49f Line Items 51 - 55			Line Items 56 - 59
Total Items Being Awarded			58	11			4
Delivery	60 Days ARO	14 - 21 Days ARO	30 Days ARO	30 Days ARO	21 - 30 DAYS ARO	30 - 45 DAYS ARO	14 DAYS ARO
Prompt Payment Discount	Net 30 Days	Net 30 Days	Net 30 Days	Net 30 Days	Net 30 Days	Net 30 Days	Net 30 Days



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 7, 2011

DEPARTMENT: Police

DIVISION: Patrol

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

TITLE:
Intergovernmental Agreement: Yuma Union High School District No. 70

SUMMARY RECOMMENDATION:
Authorize execution of an Intergovernmental Agreement with Yuma Union High School District No. 70 for the 2011-2012 School Safety Program for one year.

REPORT:
This is an Intergovernmental Agreement between Yuma Union High School District No. 70 and the City of Yuma through the Yuma Police Department to continue to work cooperatively to further the goals of the District-funded 2011-2012 School Safety Program.

The Yuma Police Department, through this agreement, will assign four full-time School Resource Officers for a nine-month school year to Yuma High School, Kofa High School, Cibola High School, and Gila Ridge High School. The approved District funding will pay for the nine-month full-time salaries, school-related overtime expenses and employee-related expenses for the four assigned Yuma Police Department School Resource Officers. The District-approved funding for this program is \$255,603.39.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$255,603.39	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:	\$255,603.39		
	FISCAL IMPACT STATEMENT: This is a grant-funded program. For the 2011-2012 9-month grant cycle, Yuma Union High School District No. 70 agrees to pay the City of Yuma \$255,603.39 in salaries and employee-related expenses for the four School Resource Officers.			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		8/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		8/30/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
John Lekan for Jerry Geier		8/23/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart		8/3/2011		

INTERGOVERNMENTAL AGREEMENT

BETWEEN

YUMA UNION HIGH SCHOOL DISTRICT NO. 70

**(Yuma High School, Kofa High School, Cibola High School
and Gila Ridge High School)**

AND

**CITY OF YUMA
THROUGH THE YUMA POLICE DEPARTMENT**

2011-2012

INTERGOVERNMENTAL AGREEMENT FOR SCHOOL SAFETY PROGRAM

This INTERGOVERNMENTAL AGREEMENT (Agreement) for a School Safety Program is entered into this 1st day of JULY, 2011 by and between the YUMA UNION HIGH SCHOOL DISTRICT NO. 70 (District) (Yuma High School, Kofa High School, Cibola High School and Gila Ridge High School) and the City of Yuma through the Yuma Police Department (Y.P.D.) each of which is a public agency of the State of Arizona as that term is defined A.R.S. § 11-951.

The District and Y.P.D. are authorized by A.R.S. § 11-952 et. seq. to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

The District and Y.P.D. desire to work in cooperation with one another to further the goals of the approved "Safe Schools Program" and shall accept the roles and responsibilities as established in the School Safety Program guidelines. Y.P.D. through this Agreement will assign 4 Police Officer(s) for 9-month positions to the District to perform the services listed in Paragraph 4 herein. Therefore, in consideration of the mutual promises and undertakings contained herein, the parties hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall begin on the 1st day of JULY 2011, and shall terminate on the 30th day of June 2012, provided the District approves funding for fiscal year 2011/2012. The Agreement shall be filed with the County Recorder of Yuma County, Arizona.

2. RECOMMENDED QUALIFICATIONS OF OFFICER (S)

The recommended qualifications for the officer(s) selected for this position are as follows:

- Desire to work with students, parents and educators.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse set of individuals.
- Supportive of and committed to, the philosophy of the School Safety Program.
- Willingness to maintain LRE programs to meet the needs of the students.

- Member of a law enforcement agency.
- AZPOST certified general instructor.
- Commitment to the School Safety Program

3. SELECTION PROCESS

The School Safety Program is a partnership between the school and law enforcement agency. Therefore, a minimum of a two-year assignment at the same school is recommended.

The selection of the right officer is one of the most important aspects of making the School Safety Program successful. Therefore, the selection process should identify officers who are best suited to the work as school resource officers.

Involvement of the school administration in the selection process after the final candidates have been indicated by the Y.P.D is important because:

- The school administrator can identify the needs of the school.
- The school administrator can identify the type of personality that will work best in a specific school environment.
- The school administrator can provide insights into what is required to be effective in the school community.
- The school administrator can provide a critical understanding of the School Safety Program.

4. SERVICES TO BE PERFORMED

The District or the school shall provide office space that provides privacy for the officer(s) to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform their duties, i.e. telephone, desk, chair, filing cabinet, up-to-date computer and printer.

The role of Police Officer(s) at YUMA UNION HIGH SCHOOL DISTRICT NO. 70:

- The officer(s) is, a sworn law-enforcement officer. When necessary the officer(s) have the authority to intervene as a law-enforcement officer. No District/site administrator shall interfere with the duties of the law enforcement officer. Once order is restored, however, the officer's role as law-enforcement educator and role model is the more typical day-to-day role.
- The officer(s) should be involved in school policy violations when a student's conduct violates the law.
- As partners in school safety, the officer(s) and administrators will work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activity.
- An officer(s) assigned to a school with a juvenile probation officer is expected to work as a team. The officer(s) should know the role of the probation officer.

- The officer(s) will serve on the Safe School Committee and collaborate on the development of the safe school plan.
- The officer(s) will build a relationship with students, parents and staff that promotes a positive image of law enforcement.
- The officer(s) may provide classroom instruction in Law Related Education (LRE).
- The officer(s) should collaborate with classroom teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
- Officers are expected to follow the best practices of LRE.
- The officer(s) will keep an activity log that tracks classroom instruction hours and law enforcement activity. Situations that take an officer off their assigned campus must also be logged.
- The officer(s) should always strive to be a positive role model because students learn from every observation of or interaction with the officer(s).
- The officer(s) should set limits, being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
- The officer(s) should set an example by modeling how to handle stress, resolve conflicts, celebrate success, and how to be a friend.
- The officer(s) will be honest by providing accurate information.
- The officer(s) will be consistent with students, staff and parents in applying rules and regulations.
- The officer(s) will encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
- The officer(s) will show respect by treating students with respect and expressing high expectations for them.

5. WHEN SCHOOL IS NOT IN SESSION DURING SUMMER BREAK AND INTERSESSION

The officer(s) will be assigned to the district for a 9-month period. During summer break and intersession the officer(s) will return to the Yuma Police Department for assignment.

6. OFFICER TRAINING

New officers will be required to attend the basic School Resource Officer academy and all other officers are encouraged to continue the development of their skills by annually attending advanced academies. Attendance at training will be mutually agreed to prior to registration.

7. PERFORMANCE EVALUATION

The school administrator shall conduct an annual performance evaluation of the officer and provide the results to the officer's supervisor. The administrator's evaluation will not supplant the officer's by the officer's supervisor but is intended to assist the officer and his supervisor to effectively meet the objectives of the School Safety Program. At its discretion, Y.P.D. may include the school's evaluation in the officer's official folder. Only officers that have performed in a satisfactory manner may be considered for further service in the School Safety Program.

Recommended Evaluation Factors

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively?
- Has the officer attended or been scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Has the officer attempted to meet the requirements of the agreement?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations.

Informal evaluations that provide the officer and supervisor with feedback regarding the officer's performance are recommended at least twice during the school year.

Any problem should first be addressed at the site level between the officer and administration. If a resolution is not reached, the process established by the officer's department and school policy would be followed to resolve the problem. The problem should be resolved at a level nearest the school as possible.

8. FINANCE AND BUDGET

In the event the funding is not approved, the Y.P.D. and District will mutually agree to the terms of reimbursement.

Upon the District approving funding for fiscal year 2011/2012, the monies will be budgeted and allocated as follows:

A. District Payment to Y.P.D.

District will pay up to the budgeted amount for each position as per the budget schedule:
Attachment A.

B. Payment Terms

District will remit quarterly payments of \$63,900.85 (for salaries, employee related expenses and up to 50 hours of Overtime pay per school year) to the Y.P.D (City of Yuma) for a total of \$255,603.39. Unused overtime hours will not be charged to the District.

9. FUND ACCOUNTING

Funds distributed to the Y.P.D. (City of Yuma) shall be handled and accounted for in accordance with the regular operating procedures established by the City of Yuma. Any interest earned on these monies while in the possession of the City of Yuma shall accrue to the City of Yuma and may be used by the City of Yuma for the "Safe Schools Program". The District shall pay within thirty (30) days of receipt of the invoice from the law enforcement agency and shall pay late fees as established between the district and law enforcement agency.

Funds unencumbered as of June 30, 2011, and unexpended as of July 31, 2012, shall be transmitted to the District no later than August 31, 2012.

In the event that this Agreement is terminated prior to June 30, 2012, all unexpended funds in the possession of the City of Yuma shall be returned to the District within thirty (30) days of such termination.

10. REPORTING AND RECORDS

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement. The assigned officer(s) shall establish and maintain procedures and controls that are acceptable to the Y.P.D. (City of Yuma) for the purpose of assuring that no information contained in the officer's records or obtained from the Y.P.D. or from others carrying out its functions shall be disclosed by the officer(s), or anyone under his supervision, except as is necessary in the performance of the officer's duties as described herein.

11. MODIFICATION AND TERMINATION

A. Termination

This Agreement may be terminated by either party if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) either party's failure to implement or operate the approved "Safe Schools Program"; or (d) either party's non-compliance with this Agreement. Any termination must be in writing, stating the reason therefore, sent by certified mail and is effective upon thirty (30) days notice to the other party. Upon termination of this agreement, the parties shall return any property to its original owner.

B. Modification

Any modification to this Agreement must be by mutual written consent signed by both parties.

12. EMPLOYMENT STATUS OF OFFICER (S)

Except as otherwise provided by law, in the performance of this Agreement and the "Safe Schools Program" both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

The Y.P.D. will have the sole authority over: (1) the assignment of the police officer(s); (2) the determination of the officer's hours; (3) discipline of the officers; and (4) the implementation of policies and procedures in the handling of law enforcement matters.

Pursuant to A.R.S. § 23-1022.D, any employee of the Y.P.D. or any other entity assigned to duty at the District under this Agreement shall be deemed an employee of the District and of the employing agency for the purpose of that section and Arizona workers' compensation benefits for such employee. Each party to this Agreement shall post a notice at its work site in substantially the following form:

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

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

14. INVALIDITY OF PART OF THE AGREEMENT

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

15. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order. The venue for any disputes concerning this agreement shall take place in Yuma County, AZ.

16. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Y.P.D. and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Y.P.D. and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans With Disabilities Act.

17. DISPUTE RESOLUTION NOTICE

If there is a dispute, which is subject to the mandatory arbitration provisions of A.R.S. Section 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. Section 12-1518.

18. CONFLICT OF INTEREST

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof.

19. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the terms of this Agreement.

20. COMPLIANCE WITH IMMIGRATION LAW

The parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

IN WITNESS WHEREOF, the parties thereto have executed this AGREEMENT on the date written below.

District: Yuma Union High School District No. 70 City of Yuma

Dated: _____

Dated: _____

By: _____

By: _____
Greg Wilkinson

Title: _____

Title: Administrator, City of Yuma

Site Administrator

Agency: Yuma Police Department

Dated: _____

Dated: _____

By: _____

By: _____
Jerry Geier

Title: _____

Title: Chief of Police

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

This ____ day of _____, 2011

Attorney for District

APPROVED AS TO FORM:

ATTEST:

Steven W. Moore, City Attorney

Lynda Bushong, City Clerk



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	September 7, 2011	<input type="checkbox"/> Motion
DEPARTMENT:	Public Works	<input checked="" type="checkbox"/> Resolution
DIVISION:	Street Maintenance	<input type="checkbox"/> Ordinance - Introduction
		<input type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing
TITLE:		
Intergovernmental Agreement: State of Arizona		
SUMMARY RECOMMENDATION:		
Authorize execution of an Intergovernmental Agreement with the State of Arizona for Inventory/Replacement Signs and Retroreflectometer supply.		
REPORT:		
<p>The United States Congress has established the Highway Safety Improvement Program (HSIP) for the purpose of achieving a significant reduction in the number of fatalities and serious injuries on public roads.</p> <p>The Manual on Uniform Traffic Control Devices (MUTCD) establishes uniformity and standards for traffic signs on public roads. The MUTCD requires agencies to establish and implement a sign assessment or management method to maintain minimum levels of sign retro reflectivity by January 2012. This agreement will assist in complying with the minimum retro reflectivity requirements on regulatory, warning, and ground-mounted guide signs.</p> <p>This project is funded by the Federal Highway Administration in an amount of \$288,500. The City's estimated contribution is \$14,425. The State's on-call engineering consultant will do the survey and/or design of the project. The State will advertise, bid and award the contract to a contractor. Materials will be delivered directly to the City and the City will pay the contractor and submit an invoice to the State for reimbursement, up to the amount of the grant.</p> <p>It is requested that City Council adopt the attached resolution authorizing execution of an Intergovernmental Agreement with the State of Arizona for sign inventory/replacement signs and retroreflectometer supply.</p>		

FISCAL REQUIREMENTS	CITY FUNDS:	\$14,425.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$288,500.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: 101-40-35.6903	
	TOTAL:	\$302,925.00		
	FISCAL IMPACT STATEMENT: City contribution will be funded from HURF.			
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:	
	Pat Wicks for Gregory K. Wilkinson		8/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		8/30/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Joel Olea		8/23/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Vi Dague		8/19/2011		

RESOLUTION NO. R2011-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE STATE OF ARIZONA FOR A HIGHWAY SAFETY
IMPROVEMENT PROGRAM GRANT FOR INVENTORY/REPLACEMENT
SIGNS AND RETROREFLECTOMETER SUPPLY**

WHEREAS, the Congress of the United States of America has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid program, through the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and,

WHEREAS, the purpose of this program is to improve safety on public roads through the implementation of infrastructure-related highway safety improvements; and,

WHEREAS, this agreement will assist in complying with the minimum retroreflectivity requirements on regulatory, warning, and ground-mounted guide signs; and

WHEREAS, the City has been awarded funds from the HSIP Program for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma that the City Administrator or designee is authorized to execute the Intergovernmental Agreement with the State of Arizona attached hereto and by this reference made a part hereof, on behalf of the City of Yuma, Arizona

Adopted this _____ day of _____, 2011.

APPROVED:

Alan L. Krieger
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

ADOT File No.: IGA/JPA 11-073 I
AG Contract No.: P0012011002336
Project: Sign Inventory/Replacement
Signs and Retroreflector supply
Section: Various Locations
Federal Project No.: YUM-0(211) A
ADOT Project No.: SH52401C/03D
COG/MPO TIP Item No.:
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

THIS AGREEMENT is entered into this date _____, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 and the City of Yuma Charter, Article III, Section 13, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. In accordance with 23 U.S.C. 148(a) (3) projects including but not limited to; roundabouts, traffic control signalization, safety rest areas, pavement markings, or installation of traffic signs, traffic lights, guardrails, impact attenuators, concrete barrier end treatments, breakaway utility poles, or priority control systems for emergency vehicles or transit vehicles at signalized intersections are eligible for funding under Highway Safety Improvement Program (HSIP).

The improvements proposed in this Agreement, hereinafter referred to as the 'Project,' include doing a sign survey (the design project) and purchasing a handheld sign Retroreflector and replacement signs (the supply project). The instrument is capable of simultaneous retroreflection measurement of road signs which will be compliance with applicable ASTM E1709 and FHWA standards. The survey will to determine the type, size, GPS location, support and condition of the signs, of regulatory, warning and other applicable, Manual on Uniform Traffic Control Devices (MUTCD) type signs that are needed to be replaced.

4. A State on-call engineering consultant will do the sign survey or design project. The State shall advertise, bid and award the sign retroreflector and replacement sign fabrication supply Project to a Contractor

5. The interest of the State in this project is the acquisition and distribution of HSIP Funds for the use and benefit of the City and to authorize such HSIP Funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the City.

The current Project costs are as follows:

ADOT Project No.: SH52401C

HSIP Funds (100%)	\$ 288,500.00
*TOTAL Project Costs	\$ 288,500.00
*(Includes CE and project contingencies)	

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all final actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all final, actual costs exceeding the HSIP Funds available.

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

II. SCOPE OF WORK

1. The State will:

a. Submit all documentation required to the Federal Highway Administration (FHWA) relating to the above-mentioned Project with the recommendation that funding be approved for design and/or supply/construction and funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

b. Request the maximum HSIP funds programmed for this Project, including City administration costs. Should costs exceed the maximum HSIP funds available it is understood and agreed that the City will be responsible for any overage.

c. Approve the Project, if such project funds are available from and authorized by FHWA for the Project. Be the designated authorized agent for the City.

d. Upon notification of authorization from FHWA, proceed to advertise for, receive and open bids and enter into a contract(s) with a firm(s) to whom the award is made for the design of the Project. Such Project is to be performed, completed, accepted and paid for in accordance with the requirements of the approved Project plans and specifications.

e. Instruct the vendor to deliver equipment, materials and services directly to the City for final acceptance and to bill the City directly. The State will reimburse the City 80% of allocated funds, up to \$230,800.00 within thirty (30) days after receipt and approval of an invoice for equipment, materials and services purchased under this Agreement. Upon completion of final inspection, the State will reimburse the City with the remaining federal funds allocated for this Project not to exceed a total reimbursement of \$288,500.00 for the entire project.

f. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and continual maintenance as set forth in this Agreement.

g. Verify the Project was performed and completed in compliance with FHWA requirements, upon notification of completion of the Project by the City.

2. The City will:

- a. Designate the State as authorized agent for the City, if such Project is approved by the FHWA and project funds are available.
- b. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the State as appropriate. The City will work with the consultant and help develop the scope of work for the sign survey. The information from the sign survey will be used to develop the sign replacement supply contract.
- c. Within thirty (30) days of making payments to the vendors, invoice the State up to 80% of the allocated funds for the reimbursement of eligible costs incurred by the City and provide all necessary backup documentation with said invoices. Upon completion of final inspection and approval of the project invoice the State for the balance of the eligible incurred costs not to exceed \$288,500.00. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement not covered by federal funding.
- d. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City that have been determined to be valid by an appropriate process to which the City has been a participate in.
- e. Enter into an agreement with the design consultant which states that the design consultant shall provide services as required and requested throughout the design and construction phases of the Project.
- f. Agree to accept and assume full responsibility of said Project upon completion.
- g. Be responsible for ensuring all replacement signs purchased are installed within two (2) years of receipt of the products.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be continual of the City. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damages incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of

any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, or the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of design, construction and construction engineering work under this Agreement is to be covered by the HSIP funds set aside for this Project, up to the maximum available. The City acknowledges that the final actual costs may exceed the maximum available amount of HSIP funds, or that certain costs may not be accepted by the federal government as eligible for HSIP funds. Therefore, the City agrees to pay the difference between actual costs and the HSIP funds received.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The City and the State (Arizona Department of Transportation) (ADOT) warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which the funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

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

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Yuma
Attn: Mr. Joel Olea
155 W. 14th Street
Yuma, AZ 85364-4735
Phone (928) 373-4633
Fax # (928) 373-4634

For City Financial Matters:
Vendor # 866000273-01
Finance Director
PO Box 13012
Yuma, AZ 85366
(928) 373-5067

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

- a. Each Party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).
- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Party may be subject to penalties up to and including termination of the Agreement.
- c. The Parties retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Party or its subcontractor is complying with the warranty under paragraph (a).

15. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does 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 Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party’s legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.



IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA
Department of Transportation

By _____
Gregory K. Wilkinson
City Administrator

By _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By _____
Lynda L. Bushong
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF YUMA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF YUMA, an Agreement among public agencies which has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DATED this _____ day of _____, 2011.

Steven W. Moore
City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

September 7, 2011

DEPARTMENT:

City Administration

DIVISION:

- Motion
 Resolution
 Ordinance - Introduction
 Ordinance - Adoption
 Public Hearing

TITLE:

Moment of Remembrance

SUMMARY RECOMMENDATION:

Adopt a resolution in remembrance of the 10th anniversary of the events that took place on September 11, 2001.

REPORT:

This year marks the 10th anniversary of the terrorist attacks of September 11, 2001, a day that changed America forever. To commemorate this event and pay tribute to those who lost their lives, we are requesting a resolution be adopted that will establish a national Moment of Remembrance at 10:00 a.m. on September 11, 2011. This resolution was passed unanimously by the Senate with the co-sponsorship of all 100 United States Senators.

During the Moment of Remembrance, the City of Yuma encourages the observance to last for one full minute beginning at 10:00 a.m., to the maximum extent practicable ceasing all work or other activity; and marking the moment in an appropriate manner, including by ringing bells, blowing whistles or sounding sirens. The sirens and bells will be a signal for each person to stop and remember the people we lost and demonstrate the perseverance the American people have shown since that fateful day.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Gregory K. Wilkinson		8/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		8/30/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
WRITTEN/SUBMITTED BY:		DATE:		

RESOLUTION R2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, JOINING THE NATIONAL MOMENT OF REMEMBRANCE OF THE 10th ANNIVERSARY OF SEPTEMBER 11th, 2001

WHEREAS, the governing body of the City of Yuma expresses their support of the United State's Senate regarding coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 10:00 a.m. on September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York; and

WHEREAS, 17 minutes later, at 9:03 a.m., hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center; and

WHEREAS, at 9:37 a.m., hijacked American Airlines Flight 77 crashed into the west wall of the Pentagon , the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001; and

WHEREAS, tens of thousands of individuals narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed; and

WHEREAS, countless fire departments, police departments, first responders, governmental officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history; and

WHEREAS, the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and

WHEREAS, the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, the impact of that day on public health continues through 2011, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored; and

WHEREAS, 10 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day; and

WHEREAS, 10 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States; and

WHEREAS, on the 10th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life; and

WHEREAS, in 2009, Congress and the President joined together to designate September 11 as a National Day of Service and Remembrance under the Serve America Act (Public Law 111-13; 123 Stat. 1460); and

WHEREAS, in September 2009 and 2010, President Obama issued Proclamation 8413 (74 Fed. Reg. 47045) and Proclamation 8559 (75 Fed. Reg. 56463) proclaiming September 11, 2009, and September 11, 2010, respectively, as Patriot Day and National Day of Service and Remembrance; and

WHEREAS, September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States;

NOW, THEREFORE BE IT RESOLVED that the governing body of the City of Yuma:

(1) recognizes September 11, 2011, as a day of solemn commemoration of the events of September 11, 2001, and a day to come together as a Nation; and

(2) offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks; and

(3) honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives; and

(4) recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and well-being, to support the cause of freedom and defend the security of the United States; and

(5) reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States; and

BE IT FURTHER RESOLVED that on the 10th anniversary of this tragic day in United States history the governing body of the City of Yuma calls upon all of the people and institutions of the United States to observe a moment of remembrance on September 11, 2011, including (i) media outlets; (ii) houses of worship; (iii) military organizations; (iv) veterans organizations; (v) airlines; (vi) airports; (vii) railroads;

(viii) sports teams; (ix) the Federal Government; (x) State and local governments; (xi) police, fire, and other public institutions; (xii) educational institutions; (xiii) businesses; and (xiv) other public and private institutions; and

BE IT FURTHER RESOLVED that the governing body of the City of Yuma encourages the observance of the moment of remembrance to last for 1 minute beginning at 10:00 a.m., to the maximum extent practicable ceasing all work or other activity; and marking the moment in an appropriate manner, including by ringing bells, blowing whistles, or sounding sirens.

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: September 7, 2011

DEPARTMENT: City Administration

DIVISION: City Clerk

- Motion
 Resolution
 Ordinance - Introduction
 Ordinance - Adoption
 Public Hearing

TITLE:
2011 City of Yuma Primary Election Canvass

SUMMARY RECOMMENDATION:

Declare the official canvass (results) of the August 30, 2011 City of Yuma Primary Election.

REPORT:

The City of Yuma Primary Election was held on Tuesday, August 30, 2011, for the purpose of nominating candidates for three City Council seats and one Municipal Judge position. The results of the election are contained in the official canvass to be adopted by this resolution.

As required by the Yuma City Charter and Arizona Revised Statutes (ARS) §16-642, the City Council shall declare by resolution the results of the Primary Election not less than six days nor more than twenty days following the election. ARS §16-646 requires the official canvass to contain certain information, which has been included in the resolution.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:			DATE:
	Gregory K. Wilkinson			9/1/2011
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			8/30/2011
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Lynda Bushong			8/29/2011	
WRITTEN/SUBMITTED BY:			DATE:	

RESOLUTION NO. R2011-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
DECLARING AND ADOPTING THE OFFICIAL CANVASS OF THE RESULTS
OF THE PRIMARY ELECTION HELD ON AUGUST 30, 2011**

WHEREAS, a Primary Election was held and conducted in the City of Yuma, Arizona, on Tuesday, August 30, 2011, for the purpose of nominating candidates for the November 8, 2011 General Election; and,

WHEREAS, any candidate who receives at the Primary Election, a number of votes constituting a majority of all the ballots cast, shall be declared to be elected to the office for which he is a candidate effective as of the date of the General Election; and,

WHEREAS, notice of the election was duly and regularly given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes were cast and received and the returns made and declared in the time, form and manner as required by the provisions of state election law for the holding of elections in cities; and,

WHEREAS, it now becomes the duty of the City Council of the City of Yuma, Arizona to canvass the returns of said election and declare the results thereof.

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

SECTION 1. That the number of votes cast at each precinct and the number of votes cast in the City for the candidates and the referred measure are listed in Exhibit "A", which is hereby declared and adopted as the Official Canvass.

SECTION 2. That the total number of ballots cast in the City of Yuma Primary Election was 7,351.

SECTION 3. That the names of persons voted for at the Primary Election for the office of City Councilmember's are as follows:

Cody Beeson
Maria Chavoya
Leslie McClendon
Raul Mendoza
Edward C. Thomas

SECTION 4. Per Yuma City Charter, Article IV, Section 5, the City declares and determines by majority of ballots cast that Cody Beeson and Leslie McClendon were elected to the office of City Councilmember, as of the General Election to be held on November 8, 2011, for the full term of four years.

SECTION 5. That the City Council further declares and determines that Raul Mendoza and Edward C. Thomas, who equal no more than twice the number of candidates for which there are offices to be filled, pursuant to the Yuma City Charter, Article VI, Section 2, for the office of City Councilmember and who received the highest number of votes, shall be the candidates and shall have the right to have their names placed upon the official ballot to be voted upon at the General Election to be held November 8, 2011. The City Clerk is hereby directed to place on such official ballot the names of each of these two candidates for the office of City Councilmember.

SECTION 6. That the names of persons voted for at the Primary Election for the office of Municipal Judge are as follows:

Jenny Farmer Umphress
Deann L. Sandry
Jerrold L. Warner

SECTION 7. That the City Council declares and determines that Jenny Farmer Umphress and Jerrold L. Warner, who equal not more than twice the number of candidates for which there are offices to be filled, pursuant to the Yuma City Charter, Article XI, Section 3, for the office of Municipal Judge and who received the highest number of votes, shall be the candidates and shall have the right to have their names placed upon the official ballot to be voted upon at the General Election to be held November 8, 2011. The City Clerk is hereby directed to place on such official ballot the names of the two candidates for the office of Municipal Judge.

SECTION 8. That the City Clerk shall enter on the records of the City of Yuma a statement, known and designated as the Official Canvass, which shall recite:

1. The number of ballots cast in each precinct
2. The number of ballots rejected in each precinct
3. The titles of offices voted for and the names of each person voted for to fill the offices
4. The number of votes by precinct received by each candidate

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

R2011-26 / Exhibit A

City Clerk's Office
 One City Plaza
 Yuma, Arizona 85364
 928-373-5035
 www.YumaAZ.gov

		Total	Prec	Prec	Prec	Prec	Prec	Prec	
			1/2/36/37/ 42	3/4/5/6/ 38	7/8/9/11/1 2/34	10/16/33/35/ 39/40/41	15/21	13/14/22	
Registered Voters		37353	6188	7071	6912	10955	4904	1323	
Ballots Cast		7351	939	1364	1696	2101	1099	152	
Turnout Percentage		19.7%	15.2%	19.3%	24.5%	19.2%	22.4%	11.5%	
	Total Votes Cast								
City Councilmember									
Beeson, Cody		4587	62.4%	478	749	1151	1338	771	100
Chavoya, Maria		2375	32.3%	385	494	482	672	298	44
McClendon, Leslie		4632	63.0%	532	814	1162	1325	699	100
Mendoza, Raul		2877	39.1%	384	582	589	869	406	47
Thomas, Edward C.		3524	47.9%	403	623	841	972	581	104
Municipal Judge									
Sandry, Deann		2155	29.3%	325	386	401	690	315	38
Umpress, Jenny Farmer		2457	33.4%	321	463	621	674	323	55
Warner, Jerrold		2292	31.2%	242	426	559	616	398	51
REJECTED BALLOTS		0	0.0%	0	0	0	0	0	0

OFFICIAL RESULTS - AUGUST 30, 2011 - PRIMARY ELECTION



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	September 7, 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:		
Correction of Scrivener's Error: Ordinance No. O2010-32		
SUMMARY RECOMMENDATION:		
Approve an amendment to Ordinance No. O2010-32 to correct a scrivener's error that occurred during the reformatting of the City of Yuma Zoning Code. (Z2010-001)		
REPORT:		
<p>The zoning code was reformatted and adopted by the City Council on July 7, 2010. The reformat updated the organization of the zoning code by changing the arrangement of sections and subsections and placing them under the appropriate renumbered existing or alternate headings. No substantive changes were made to the text which would affect the meaning or interpretation of administrative requirements, uses, or development standards.</p> <p>Subsequent to the adoption of the reformatted code, a scrivener's error was discovered in Table No. 2 – Airport Overlay District Land Use Matrix (§154-14.05). Under the sub-heading of “Signs” within the matrix, the original code showed the following: (per § 154-418). This calls out the section for “On-Site Signage.” In order to call out the same section in the renumbered reformatted code the notation in the matrix should have read as follows: (per § 154-17.03). However, the “.03” was inadvertently dropped off and it now reads (per Article 17). Article 17 is the entire sign code, and the reference number has to be more specific to be in compliance with the original zoning code.</p>		

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			

ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			

SIGNATURES	CITY ADMINISTRATOR:	DATE:
	Gregory K. Wilkinson	8/8/2011
	REVIEWED BY CITY ATTORNEY:	DATE:
	Steven W. Moore	8/8/2011
	RECOMMENDED BY (DEPT/DIV HEAD):	DATE:
Laurie Lineberry	7/14/2011	
WRITTEN/SUBMITTED BY:	DATE:	
Stephanie Joy Everett	7/14/2011	

ORDINANCE NO. O2011-30

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AMENDING ORDINANCE NO. O2010-32 TO CORRECT A
SCRIVENER'S ERROR THEREIN**

WHEREAS, on July 7, 2010, the City Council adopted Ordinance No. O2010-32 by reference to a document declared a public record entitled *Zoning Code Reformat (March 2010)*; and,

WHEREAS, it was subsequently discovered that the Zoning Code Reformat contained a scrivener's error in Chapter 154, Section 14.05, within the document; and

WHEREAS, the purpose of this Ordinance is to correct the described scrivener's error;

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

SECTION 1. That Ordinance No. O2010-32, be amended by striking the words "per Article 17" within Table No. 2 – Airport Overlay District Land Use Matrix, from both the *Zoning Code Reformat (March 2010)* and the adopted Ordinance No. O2010-32 and substituting the words "per §154-17.03" therefor.

SECTION 2. That the City Administrator and City Clerk be authorized to execute all necessary documents to reflect the correction of the scrivener's error in *Zoning Code Reformat (March 2010)*.

SECTION 3. All other provisions of Ordinance No. O2010-32 not otherwise amended herein shall remain in full force and effect.

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:	September 7, 2011	<input type="checkbox"/> Motion
DEPARTMENT:	Community Development	<input type="checkbox"/> Resolution
DIVISION:	Community Planning	<input type="checkbox"/> Ordinance - Introduction
		<input checked="" type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing
TITLE: Annexation Area No. A2011-01: Peterson		
SUMMARY RECOMMENDATION: Authorize annexation of approximately 27 acres of real property located at the northeast corner of 20th Street and Letvin Avenue into the City of Yuma.		
REPORT: Pursuant to previously approved preannexation agreements dated May 2, 2007 and July 21, 2010, (Resolution R2007-25 and Resolution R2010-43, respectively), the City received the requisite annexation petitions and is proceeding with completion of an annexation action for the area designated in the annexation map A2011-01. In accordance with Arizona law, a blank petition with a legal description and a map of the area to be annexed was filed with the Yuma County Recorder on June 8, 2011. There was a 30-day waiting period after recording the map and petition before the signatures could be obtained. During that time, a public hearing for annexation A2011-01 was held by the City Council on July 6, 2011, to comply with the State annexation law, Section 9-471 of the Arizona Revised State Statutes. All appropriate and necessary notice and posting requirements have been met. After a 30-day waiting period and the Public Hearing the following procedures were followed: 1. The signatures of the property owners were obtained such that at least one-half of the value of the real and personal property is represented and such that more than one-half of the parcel owners are represented. No modifications, including increases or decreases to the territory to be annexed, were made after the first property owners in the area signed the annexation petition. 2. Within one year after the last day of the 30-day waiting period, these completed petitions were received and recorded with the office of the Yuma County Recorder. Following the recording of the completed petitions, an ordinance must be adopted by the City Council in order to annex the area and change the City boundaries.		

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:			DATE:
	Gregory K. Wilkinson			8/8/2011
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			8/8/2011
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Laurie Lineberry			7/14/2011	
WRITTEN/SUBMITTED BY:			DATE:	
Noah Cullis			6/21/2011	

ORDINANCE NO. O2011-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ANNEXING TO SAID CITY CERTAIN PARCELS OF LAND TOTALING APPROXIMATELY 27 ACRES AT THE NORTHEAST CORNER OF LETVIN AVENUE AND 20TH STREET AND SOUTH OF INTERSTATE 8 AND AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, DESIGNATING THE ZONING OF THE ANNEXED PROPERTY TO THE HEAVY INDUSTRIAL DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM THERETO, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO

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

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

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

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

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

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

WHEREAS, upon annexation the initial designation for zoning of the property described in Section 1 shall be Heavy Industrial (H-I), as provided for in A.R.S. § 9-471, and amendments thereto.

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

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

A portion of the East half of Section 34, Township 8 South, Range 23 West of the Gila & Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34 as described as the Trust Property in Exhibit 1 of the Pre-Annexation Development Agreement R2010-43, recorded as FEE # 2010-23584, dated 9/27/2010, also described in Warranty Deed, recorded as FEE # 2010-28277, dated 10/28/2010 and Warranty Deed, recorded FEE # 2010-18374, dated 7/26/2010 Yuma County Records;

Thence North 89°53'03" West along the East-West Midsection of said Section 34, a distance of 132.00 feet to a point lying at the Centerline of County 9 $\frac{1}{2}$ Street also known as City 20th Street;

Thence North 00°14'17" East a distance of 35.00 feet to the North right-of-way line of said City 20th Street;

Thence North 89°53'03" West along the North right-of-way of City 20th Street a distance of 977.11 feet, to the **True Point of Beginning**;

Thence North 00°17'57" East a distance 524.41 feet (Calculated), more or less to a point lying on the Southwest right-of-way line of Interstate 8 (I-8), as described in recorded Docket 615 page 894, Yuma County Records, and in sheets 9 & 10 of Arizona Department of Transportation (ADOT) Project No. I-8-1(48)1, available from ADOT, point also being the South boundary line of City of Yuma Annexation Ordinance 1951, recorded as Docket 1169 Page 230 and Docket 1171 Page 764, Yuma County Records;

Thence North 52°04'13" West along the Southwest right-of-way line of Interstate 8 (I-8), being the southwest boundary of said City of Yuma Ordinance 1951, a distance of 265.00 feet, to a point lying on the East line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, point also being the Northeast Corner of real property described as the Peterson Property in Exhibit 1 of said Pre-Annexation Development Agreement R2010-43;

Thence continuing North 52°04'13" West along the Southwest right-of-way line of Interstate 8 (I-8), also being the Southwest boundary of said City of Yuma Ordinance 1951, a distance of 774.84 feet;

Thence North 59°02'35" West along the Southwest right-of-way line of Interstate 8 (I-8), also being the Southwest boundary of said City of Yuma Ordinance 1951, a distance of 213.23 feet, to a point lying on the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, also being the South line of City of Yuma Annexation Ordinance 1797, recorded as Docket 1071 Page 996 and Docket 1071 Page 1005, Yuma County Records;

Thence West along the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, also being the South line of said City of Yuma Annexation Ordinance 1797, a distance of 186.89 feet, more or less, to the Northwest Corner of the Peterson Property described in said Exhibit 1, also being the East right-of-way line of said City 20th Street, described as PARCEL 2 in Yuma County Easement, recorded in Docket 1117 Pages 907 through 909, dated August 28, 1979, Yuma County Records;

Thence continuing along the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, also being the North line of said PARCEL 2, line also being the South line of said City of Yuma Annexation Ordinance 1797, a distance of 50.00 feet to the West right-of-way line of said City 20th Street;

Thence South $00^{\circ}22'37''$ West (Record per Docket 1117 Pages 907 through 909) along the West right-of-way line of said City 20th Street, also being the West line of said PARCEL 2, being a line that is parallel to and 50.00 feet West of the West line of said Peterson Property, a distance of 936.17 feet (calculated), more or less;

Thence North $89^{\circ}53'03''$ West, (Record), per PARCEL 3 legal in said Docket 1117 Pages 907 through 909, a distance of 10.00 feet to the beginning of a non-tangent curve, concave Northeasterly having a radial bearing of North $89^{\circ}21'43''$ West (Calculated);

Thence Southeasterly along the Westerly right-of-way line of 20th Street, being said curve concave Northeasterly, of radius 418.25 feet, through a central angle of $90^{\circ}15'40''$, an arc distance of 658.89 feet to the end of said curve;

Thence South $89^{\circ}53'03''$ East along the South line of said City 20th Street, also being the South line of PARCEL 4 in said Docket 1117 Pages 907 through 909, being parallel to and 70.00 feet South of the South line of said Peterson Property, a distance of 134.91 feet;

Thence North $00^{\circ}17'57''$ East along the Southerly projection of the East line of the West half of said Peterson Property, a distance of 70.00 feet to the North right-of-way line of said City 20th Street;

Thence continuing North $00^{\circ}17'57''$ East along the East line of the West half of said Peterson Property, a distance of 268.25 feet;

Thence South $89^{\circ}53'03''$ East along the South line of said Peterson Property, a distance of 170.00 feet;

Thence South $00^{\circ}17'57''$ West along the West line of the East half of said Peterson Property, a distance of 268.25 feet to point lying on the North right-of-way of said City 20th Street;

Thence continuing South $00^{\circ}17'57''$ West along a Southerly projection of the West line of the East half of said Peterson Property, a distance of 70.00 feet to a point lying on the South right-of-way line of said City 20th Street, also being the south line of said PARCEL 4;

Thence South $89^{\circ}53'03''$ East along the South right-of-way line of said City 20th Street, also being the South line of said PARCEL 4, also being a line parallel with and 70.00 feet South of the South line of said Peterson Property, a distance of 50.00 feet;

Thence North $00^{\circ}17'57''$ East along the Southerly projection of the East line of the said Peterson Property, a distance of 70.00 feet to the North right-of-way line of said City 20th Street;

Thence continuing North $00^{\circ}17'57''$ East along the East line of said Peterson Property, a distance of 130.00 feet;

Thence South $89^{\circ}53'03''$ East, a distance of 264.00 feet to a point lying on the West line of said Trust Property;

Thence South $00^{\circ}17'57''$ West along the West line of said Trust Property, a distance of 130.00 feet to a point lying on the North right-of-way line of said City 20th Street;

Thence continuing South $00^{\circ}17'57''$ West along a Southerly projection of the of the West line of said Trust Property, a distance of 75.00 feet to a point lying on the South right-of-way line said City

20th Street, also being the South line of PARCEL NO. 3 recorded in Docket 392 Page 82, Yuma County Records;

Thence South 89°53'03" East along the South right-of-way line of said City 20th Street, also being the South line of said PARCEL NO. 3, a distance of 214.97 feet;

Thence North 00°17'57" East along a Southerly projection of the East line of said Trust Property, a distance of 75.00 feet to the **True Point of Beginning**.

Containing 27.0 acres, more or less.

SECTION 2. That the property contained within the legal description described in Section 1 be, and the same hereby is, placed in the Heavy Industrial (H-I) District, as defined by Chapter 154 of the Yuma City Code, as amended, pursuant to the provisions provided for in A.R.S. § 9-471, as amended; that said zoning be extended to the centerline of all streets contained therein; that said property upon this Ordinance becoming final, be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the Heavy Industrial (H-I) District, and that the zoning map adopted under Chapter 154 of the Yuma City Code, as amended, be hereby ordered to be changed and amended so as to show that said property described in this Section will be located within the District herein provided.

SECTION 3. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Yuma, certified by the Mayor of the City of Yuma, be forthwith filed and recorded in the office of the County Recorder of Yuma County, Arizona.

Adopted this _____ day of _____, 2011.

APPROVED:

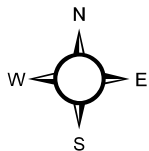
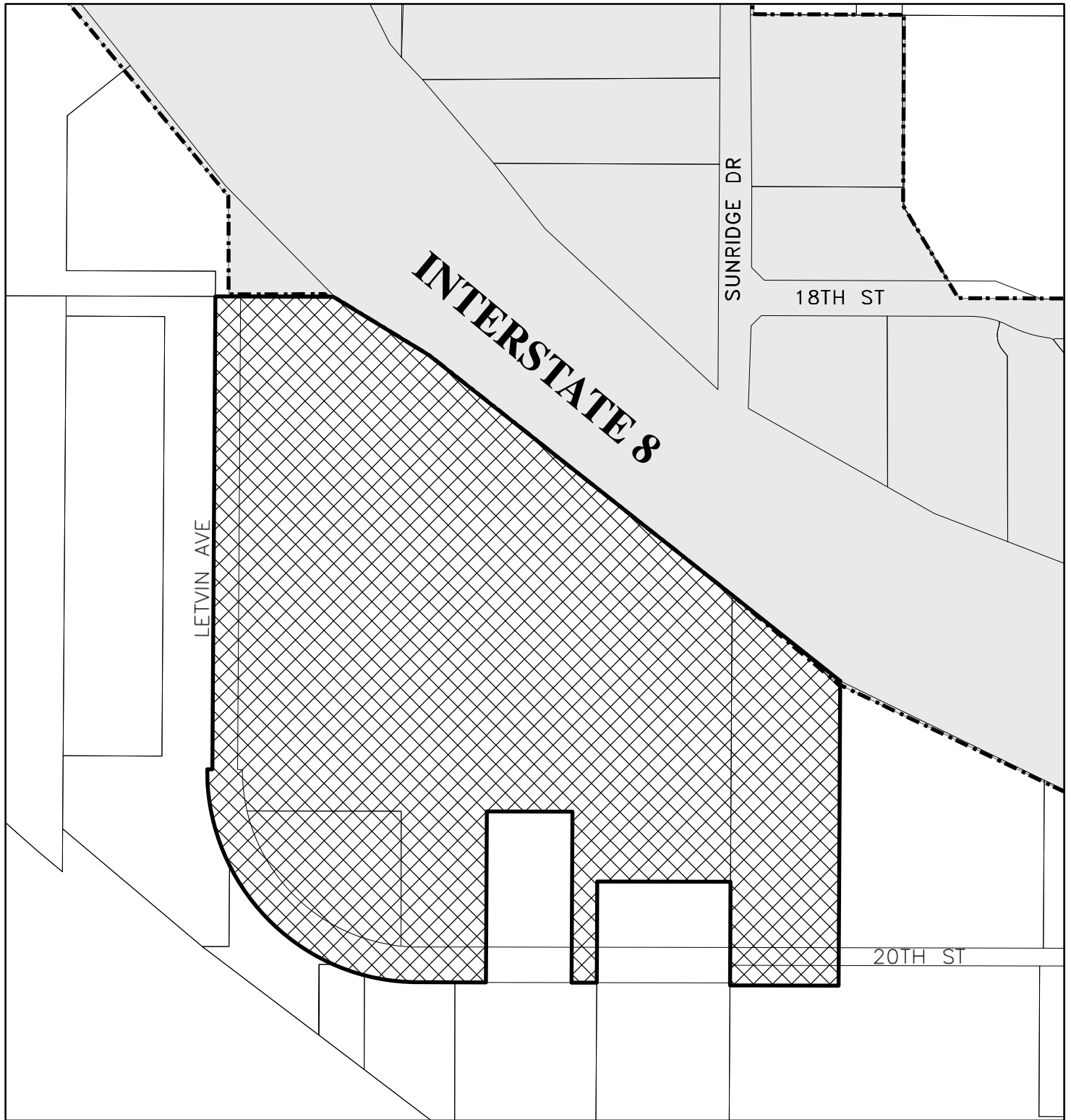
Alan L. Krieger
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Steven W. Moore
City Attorney



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

NOT TO SCALE
INFORMATION TECHNOLOGY
SERVICES, ENTERPRISE
GIS

**City of Yuma, Arizona
Annexation Area No. A2011-01**

-  City of Yuma
-  Annexation Area

ANNEXATION PETITION A2011-01
Peterson Annexation

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

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

A portion of the East half of Section 34, Township 8 South, Range 23 West of the Gila & Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34 as described as the Trust Property in Exhibit 1 of the Pre-Annexation Development Agreement R2010-43, recorded as FEE # 2010-23584, dated 9/27/2010, also described in Warranty Deed, recorded as FEE # 2010-28277, dated 10/28/2010 and Warranty Deed, recorded FEE # 2010-18374, dated 7/26/2010 Yuma County Records;

Thence North 89°53'03" West along the East-West Midsection of said Section 34, a distance of 132.00 feet to a point lying at the Centerline of County 9 $\frac{1}{2}$ Street also known as City 20th Street;

Thence North 00°14'17" East a distance of 35.00 feet to the North right-of-way line of said City 20th Street;

Thence North 89°53'03" West along the North right-of-way of City 20th Street a distance of 977.11 feet, to the **True Point of Beginning**;

Thence North 00°17'57" East a distance 524.41 feet (Calculated), more or less to a point lying on the Southwest right-of-way line of Interstate 8 (I-8), as described in recorded Docket 615 page 894, Yuma County Records, and in sheets 9 & 10 of Arizona Department of Transportation (ADOT) Project No. I-8-1(48)1, available from ADOT, point also being the South boundary line of City of Yuma Annexation Ordinance 1951, recorded as Docket 1169 Page 230 and Docket 1171 Page 764, Yuma County Records;

Thence North 52°04'13" West along the Southwest right-of-way line of Interstate 8 (I-8), being the southwest boundary of said City of Yuma Ordinance 1951, a distance of 265.00 feet, to a point lying on the East line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, point also being the Northeast Corner of real property described as the Peterson Property in Exhibit 1 of said Pre-Annexation Development Agreement R2010-43;

Thence continuing North 52°04'13" West along the Southwest right-of-way line of Interstate 8 (I-8), also being the Southwest boundary of said City of Yuma Ordinance 1951, a distance of 774.84 feet;

Thence North 59°02'35" West along the Southwest right-of-way line of Interstate 8 (I-8), also being the Southwest boundary of said City of Yuma Ordinance 1951, a distance of 213.23 feet, to a point lying on the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, also being the South line of City of Yuma Annexation Ordinance 1797, recorded as Docket 1071 Page 996 and Docket 1071 Page 1005, Yuma County Records;

Thence West along the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, also being the South line of said City of Yuma Annexation Ordinance 1797, a distance of 186.89 feet, more or less, to the Northwest Corner of the Peterson Property described in said Exhibit 1, also being the East right-of-way line of said City 20th Street, described as PARCEL 2 in Yuma County Easement, recorded in Docket 1117 Pages 907 through 909, dated August 28, 1979, Yuma County Records;

Thence continuing along the North line of the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 34, also being the North line of said PARCEL 2, line also being the South line of said City of Yuma Annexation Ordinance 1797, a distance of 50.00 feet to the West right-of-way line of said City 20th Street;

Thence South 00°22'37" West (Record per Docket 1117 Pages 907 through 909) along the West right-of-way line of said City 20th Street, also being the West line of said PARCEL 2, being a line that is parallel to and 50.00 feet West of the West line of said Peterson Property, a distance of 936.17 feet (calculated), more or less;

Thence North 89°53'03" West, (Record), per PARCEL 3 legal in said Docket 1117 Pages 907 through 909, a distance of 10.00 feet to the beginning of a non-tangent curve, concave Northeasterly having a radial bearing of North 89°21'43" West (Calculated);

Thence Southeasterly along the Westerly right-of-way line of 20th Street, being said curve concave Northeasterly, of radius 418.25 feet, through a central angle of 90°15'40", an arc distance of 658.89 feet to the end of said curve;

Thence South 89°53'03" East along the South line of said City 20th Street, also being the South line of PARCEL 4 in said Docket 1117 Pages 907 through 909, being parallel to and 70.00 feet South of the South line of said Peterson Property, a distance of 134.91 feet;

Thence North 00°17'57" East along the Southerly projection of the East line of the West half of said Peterson Property, a distance of 70.00 feet to the North right-of-way line of said City 20th Street;

Thence continuing North 00°17'57" East along the East line of the West half of said Peterson Property, a distance of 268.25 feet;

Thence South 89°53'03" East along the South line of said Peterson Property, a distance of 170.00 feet;

Thence South 00°17'57" West along the West line of the East half of said Peterson Property, a distance of 268.25 feet to point lying on the North right-of-way of said City 20th Street;

Thence continuing South 00°17'57" West along a Southerly projection of the West line of the East half of said Peterson Property, a distance of 70.00 feet to a point lying on the South right-of-way line of said City 20th Street, also being the south line of said PARCEL 4;

Thence South 89°53'03" East along the South right-of-way line of said City 20th Street, also being the South line of said PARCEL 4, also being a line parallel with and 70.00 feet South of the South line of said Peterson Property, a distance of 50.00 feet;

Thence North 00°17'57" East along the Southerly projection of the East line of the said Peterson Property, a distance of 70.00 feet to the North right-of-way line of said City 20th Street;

Thence continuing North 00°17'57" East along the East line of said Peterson Property, a distance of 130.00 feet;

Thence South 89°53'03" East, a distance of 264.00 feet to a point lying on the West line of said Trust Property;

Thence South 00°17'57" West along the West line of said Trust Property, a distance of 130.00 feet to a point lying on the North right-of-way line of said City 20th Street;

Thence continuing South 00°17'57" West along a Southerly projection of the of the West line of said Trust Property, a distance of 75.00 feet to a point lying on the South right-of-way line said City 20th Street, also being the South line of PARCEL NO. 3 recorded in Docket 392 Page 82, Yuma County Records;

Thence South 89°53'03" East along the South right-of-way line of said City 20th Street, also being the South line of said PARCEL NO. 3, a distance of 214.97 feet;

Thence North 00°17'57" East along a Southerly projection of the East line of said Trust Property, a distance of 75.00 feet to the **True Point of Beginning**.

Containing 27.0 acres, more or less.

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

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

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

Print Name of Property Owner: _____



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: DEPARTMENT: DIVISION:	September 7, 2011 Police Administration	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction <input checked="" type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing
TITLE: Amend Ordinance No. O98-77: Discharge of Firearms Prohibited; Exceptions.		
SUMMARY RECOMMENDATION: Amend the Yuma City Code, Title 11, Chapter 114, Subsection 15 to prohibit hunting within one quarter mile of an occupied structure.		
REPORT: The Fiftieth Legislature of the State of Arizona, through S.B. 1334, changed Arizona Revised Statutes to make the Arizona Game and Fish Commission the permitting authority to hunt within a municipality, removing that responsibility from the Chief of Police of the municipality. This proposed amendment removes the current language of City Ordinance §114-15(F) and replaces it with new language conforming to the revised statutes. The amendment includes language that prohibits the discharge of a firearm, within the City of Yuma city limits, within one-fourth mile of an occupied structure (which is in compliance with long established state law).		

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: NA			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Gregory K. Wilkinson		8/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		8/8/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Jerry Geier		8/2/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart for Daniel Rhodes		8/2/2011		

ORDINANCE NO. O2011-32

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AMENDING TITLE 11, CHAPTER 114, SECTION 15 OF THE
YUMA CITY CODE RELATING TO THE DISCHARGE OF FIREARMS
WITHIN THE CITY LIMITS.**

WHEREAS, the City of Yuma has adopted an ordinance which prohibits any person from firing or discharging any firearm within the City limits of the City of Yuma; and,

WHEREAS, the City has made provisions for certain exceptions under certain circumstances; and,

WHEREAS, Arizona Revised Statutes has made the Arizona Game and Fish Commission the permitting authority for hunting within a municipality; and

WHEREAS, Arizona Revised Statutes allow cities to regulate the discharge of firearms within the City limits during hunting season.

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

That the Yuma City Code § Chapter 114-15, Subsection F, be amended to read:

(F) Any person to lawfully take wildlife during an open season established by the Arizona Game and Fish Commission and subject to the limitations prescribed by Arizona Revised Statutes (A.R.S.) Title 17 and Arizona Game and Fish Commission rules and orders, except that no person shall discharge a firearm within one-fourth mile of an occupied structure. For purposes of this paragraph, "take" has the same meaning prescribed in Section A.R.S. § 17-101 or its successor.

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: September 7, 2011
DEPARTMENT: City Engineering
DIVISION: Administration

- Motion
 Resolution
 Ordinance - Introduction
 Ordinance - Adoption
 Public Hearing

TITLE:
 Waterline Easement: Engler Avenue

SUMMARY RECOMMENDATION:

Authorize the acquisition of easement right-of-way along Engler Avenue, south of 16th Street, for the extension, operation and maintenance of a waterline.

REPORT:

The City of Yuma (City) owns, operates and maintains potable water distribution facilities within the Mirada Del Sol subdivision, which is located east of Pacific Avenue and north of Interstate 8. The waterlines within the subdivision are fed only from a 12" diameter line in Pacific Avenue.

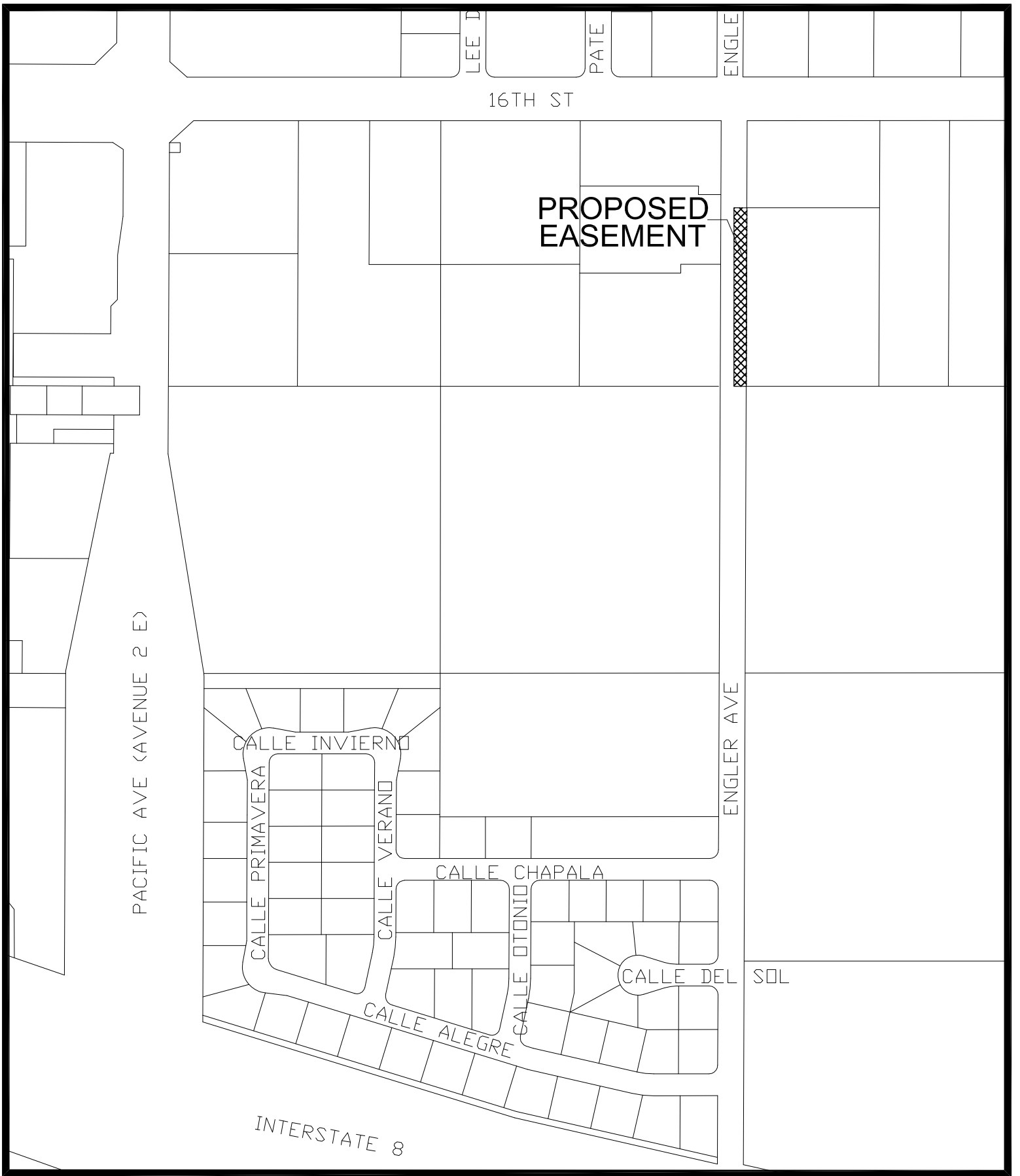
To create system redundancy and improved flow characteristics throughout the City's waterline facilities in that area, the City intends to connect these subdivision waterlines to another 12" diameter line in 16th Street. This connection would be along Engler Avenue.

When Yuma County acquired easement right-of-way for the construction of Engler Avenue, that easement did not include the use of the right-of-way for utility purposes.

To accomplish the City's goal of connecting the existing waterlines, it will be necessary for the City to acquire an easement measuring 410 feet long by 30 feet wide.


A location map denoting the proposed easement location is attached.

FISCAL REQUIREMENTS	CITY FUNDS:	\$1,500.00	BUDGETED:	\$450,000.00
	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 2012 CIP	
	TOTAL:	\$1,500.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Gregory K. Wilkinson		8/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		8/30/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Paul Brooberg		8/15/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Teresa Blackburn		8/11/2011		



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

LOCATION MAP

Easement Site = 



Checked by: PAUL BROOBERG

Prepared by: SERGIO PEÑUÑURI

CITY OF YUMA
CITY ENGINEERING
DEPARTMENT

DATE: 8-10-11

SCALE: N.T.S

REVISED:

CIP NO.
7,9413
70

ORDINANCE NO. O2011-33

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

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

WHEREAS, the City has prepared design drawings for the extension of a waterline for the distribution of potable water along Engler Avenue, between 16th Street and Calle Chapala; and

WHEREAS, the installation and placement of said waterline and appurtenances necessary therefor requires that the City acquire additional right-of-way.

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

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

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

SECTION 3: That the duly authorized disbursing officers of the City of Yuma are hereby authorized and directed to pay all sums necessary to acquire said 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

Parcels of land located within the Northwest Quarter of Section 35, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, said parcels being more particularly described as follows:

The West 20 feet of the South 410 feet of the West Half of Lot 9, Speese Subdivision of the Northwest Quarter of Section 35, according to the plat of record in the office of the County Recorder of Yuma County, Arizona, Book 1 of Plats, Page 20.

AND

The East 10 feet of the Engler Avenue road right-of-way adjacent to the South 410 feet of the West Half of Lot 9 as dedicated by the Speese Subdivision of the northwest Quarter of Section 35, according to the plat of record in the office of the County Recorder of Yuma County, Arizona, Book 1 of Plate, Page 20.