

**WHEN RECORDED MAIL TO:**

**CITY OF SAN LUIS  
ATTN: CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

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2022-16943 RESOLUTION  
05/12/2022 03:50:29 PM Pages: 76 Fees: \$15.00  
Requested By: CITY OF SAN LUIS  
Recorded By: viviansotelo  
Robyn Stallworth Piquette County Recorder, YUMA County AZ  


The above area is to be reserved for recording information

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**CAPTION HEADING:**

**RESOLUTION**

Resolution No. 2216

Approving the annual contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit ("YCAT"), Fiscal year 2022-2023.



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2216

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE ANNUAL CONTRIBUTION UNDER THE INTERGOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR THE YUMA COUNTY AREA TRANSIT ("YCAT"), THE REGIONAL PUBLIC TRANSPORTATION, FOR THE FISCAL YEAR 2022-2023; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, in 2012, the City of San Luis entered into a twenty-five-year, intergovernmental agreement ("IGA") with the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, the Quechan Tribe, Arizona Western College, and Northern Arizona University; and

**WHEREAS**, Paragraph 2.3 of said IGA requires that YCIPTA develop a formula annually and each member timely contribute its designated share of non-federal funds with the approval by resolution of each member in its budgetary process; and

**WHEREAS**, at its April 4, 2022 board meeting, YCIPTA adopted a formula which calculates out to be \$199,891.43 for the City of San Luis for the fiscal year 2022-2023; and

**WHEREAS**, San Luis City Council directed staff to budget an amount not to exceed **\$199,900.00** for the annual contribution to YCIPTA.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of San Luis, Arizona:

**Section 1:** The annual contribution in an amount not to exceed \$199,900.00 to YCIPTA for the fiscal year 2022-2023 is approved.

**Section 2:** The appropriate city officials are authorized and directed to promptly submit the contribution in section 1 above, upon the invoice for YCIPTA using non-federal funds.

**Section 3:** City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

**Section 3:** If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

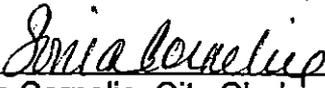
**Section 4:** If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 11<sup>th</sup> day of May 2022.

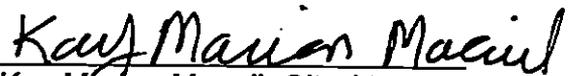


Gerardo Sanchez, Mayor

**ATTEST:**

  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
Kay Marion Macuil, City Attorney



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)

April 25, 2022

Ralph Velez  
City of San Luis  
PO Box 1170  
San Luis, AZ 85349

### RE: Request for FY 2023 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

On April 4, 2022, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 2023 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2022 to June 30, 2023. Below is the breakdown for City of San Luis' local share of match funding required for the operation of the transit system:

#### ANNUAL TOTAL

YCAT/On Call Transit Match	\$ 119,891.43
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The amount has increased from what was paid in FY 2022. This is **not** an invoice, but is a request based on the Board of Directors action on April 4, 2022. Invoices will be sent out in first week of July 2022. They will be due payable in full on July 31, 2022.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov).

Sincerely,

Shelly Kreger  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority

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Yuma County Intergovernmental Public Transportation Authority Board Of Directors  
Jerry Cabrera - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,  
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,  
Brian Golding, Sr.-Quechan Tribe, , Eric Holland – Cocopah Tribe, Susan Thorpe – Yuma County,  
Susan M. Zambrano - Arizona Western College, Dr. Michael Sabath - Northern Arizona University

Shelly Kreger, Transit Director

Replacement of the funds lost due to non eligible inkind from Yuma County and Greyhound totaling \$434,489. Total cash match needed from the entities to make up the shortage is \$1,056,228

Based on Current percentages				
Governmental Entity	Amount of Annual Contributions		New Annual Dues	One-time contribution
Yuma County	\$154,960	24.92%	\$263,250.48	\$ 348,930.98
City of Yuma	\$200,000	32.17%	\$339,765.72	\$ 450,349.74
Town of Wellton	\$14,499	2.33%	\$24,631.32	\$ 32,648.10
City of San Luis	\$70,573	11.35%	\$119,891.43	\$ 158,912.66
City of Somerton	\$29,919	4.81%	\$50,827.25	\$ 67,370.07
Quechan Indian Tribe	\$5,757	0.93%	\$9,780.16	\$ 12,963.32
Cocopah Indian Tribe	\$41,031	6.60%	\$69,704.64	\$ 92,391.50
NAU	\$5,000	0.80%	\$8,494.14	\$ 11,258.74
AWC	\$100,000	16.08%	\$169,882.86	\$ 225,174.87
<b>Total</b>	<b>\$621,739</b>		<b>\$1,056,228.00</b>	<b>\$ 1,400,000.00</b>

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE YUMA COUNTY  
INTERGOVERNMENTAL TRANSPORTATION AUTHORITY AND  
NORTHERN ARIZONA UNIVERSITY - YUMA**

This Intergovernmental Agreement ("IGA") is made effective as of the 15<sup>th</sup> day of February, 2011 ("Effective Date") and is entered into by and between the Yuma County Intergovernmental Public Transportation Authority, a corporate body and political subdivision of the State of Arizona ("YCIPTA") and the Arizona Board of Regents acting on behalf of Northern Arizona University - Yuma ("NAU-Yuma"). The parties to this IGA may be collectively referred to herein as the Parties, or each individually as a Party.

**PURPOSE**

The purpose of this IGA is to include NAU-Yuma as a member of YCIPTA.

**RECITALS**

**WHEREAS:** On November 17, 2010, the Yuma County Board of Supervisors held a Public Hearing on the Yuma, San Luis, Somerton and Wellton Petitions to determine public support for the IPTA and whether establishing the IPTA would be in the public interest. Following the Public Hearing, the Yuma County Board of Supervisors determined that establishing the IPTA would serve the public convenience, necessity, safety and welfare, and authorized the establishment of an IPTA with Yuma, San Luis, Somerton, Wellton and the County pursuant to Resolution No. 10-52, attached hereto as Exhibit "A"; and

**WHEREAS:** A.R.S. § 28-9102 authorizes the inclusion of a university under the jurisdiction of the Arizona Board of Regents and located in a municipality in the authority as a member of an intergovernmental public transportation authority ; and

**WHEREAS:** NAU-Yuma is located within the City of Yuma, which City is a municipality in the YCIPTA; and

**WHEREAS:** On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Yuma County Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. § 28-9102 *et seq.* The NAU-Yuma Petition is attached hereto as Exhibit "B"; and

**WHEREAS:** The Parties are authorized by A.R.S. § 28-9102 and A.R.S. 11-951 *et seq.* to enter into an intergovernmental agreement for the inclusion of NAU-Yuma as a member of the YCIPTA.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants of the Parties contained herein, and other consideration, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree to the following:

1. **Membership.** NAU-Yuma shall be recognized, as of the Effective Date, as a full member of the YCIPTA, with all rights, responsibilities and liabilities of each other member entity upon formation of the YCIPTA. Any qualification, modification or other change to the membership status of NAU-Yuma may only be accomplished by a majority vote of the YCIPTA board of directors at a duly noticed public meeting.

2. **Term.** This IGA is for an initial term of twenty-five (25) years, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described herein.

3. **Termination.** NAU-Yuma may terminate this agreement upon ninety (90) days written notice to the Chairman of the YCIPTA board of directors. Unilateral termination by NAU-Yuma may only be effective if all contractual obligations and debts, as more particularly set forth in a Master IGA among the members to be entered into in the future, of the YCIPTA for which NAU-Yuma is responsible are satisfied, or if another governmental entity or entities accept said obligation. This IGA shall terminate, by operation of law, upon the dissolution of the YCIPTA pursuant to A.R.S. § 28-9104.

4. **Mutual Indemnifications.** Each Party to this IGA (as "indemnitor") agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors (collectively, "indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims") which may be imposed upon, incurred by or asserted against the indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of the indemnitor, or of any agent, officer, servant or employee of the indemnitor, or anyone for whom the indemnitor may be legally liable in the performance of this IGA

5. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

6. **General Provisions.**

a. **Incorporation of Recitals and Exhibits.** The Recitals, Exhibits, and any Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

b. **Entire Agreement.** This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a

written document, signed by authorized representatives of each Party Provided, however, the parties acknowledge they will be entering into a Master IGA among all members of YCIPTA.

c. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

d. **Assignability.** This Agreement may not be assigned except with the written consent of both Parties.

e. **Modifications.** Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA requires the written approval of all Parties.

f. **Notices.** All notices or demands required to be given pursuant to the terms of this IGA shall be given to the other Party in writing, delivered in person by hand or via registered or certified mail, or sent via any commercial air courier or express service, to the addresses set forth below, or to such other address as the Parties may substitute by written notice provided in the manner prescribed in this paragraph. Notices shall be deemed received on the date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail or by a commercial courier or express service. In order to facilitate communication during the term of this IGA, each Party shall provide to the other Party e-mail addresses for the primary contacts in relation to this IGA.

If to YCIPTA: YCIPTA Transit Director  
2715 E. 14th Street  
Yuma, Arizona 85364  
Tel: (928) 539-7076, ext. 237  
Fax: (928) 783-0309

If to NAU-Yuma: Campus Executive Officer  
P.O. Box 6236  
Yuma, Arizona 85366-6236  
Tel: (928) 317-6400  
Fax: (928) 317-6419

g. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance under this IGA resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact fire, communication line failures or power failures.

h. **Counterparts.** This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.

i. **Severability.** If any term or provision of this IGA shall be found to be illegal or unenforceable, then outstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

j. **Mediation.** If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, to the extent required by state law, litigation or some other dispute resolution procedure.

k. **Arbitration.** In the event of a dispute under this IGA, the Parties agree to use arbitration to the extent required under A.R.S. §12-1518 and A.R.S. §12-133.

l. **Records.** To the extent required by A.R.S. § 35-214, the Parties agree to retain all books, accounts, reports, files, and other records (hard copies, as well as computer-readable data) relating to this Agreement, and any other supporting evidence deemed necessary by the other Party, and to make such records available at all reasonable times for inspection, reproduction and audit by the Parties or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of five (5) years after the completion of the Agreement.

m. **Prohibition of Doing Business with Sudan and Iran.** Pursuant to A.R.S. §§35-391.06 and 35-393.06, each Party hereby certifies to the other Party that the certifying Party does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. The Parties acknowledge that, in the event either of the certifications to a Party by the other Party contained in the paragraph is determined to be false, this IGA may be terminated and the terminating Party may exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393.06.

n. **Compliance with Immigration Laws and Regulations.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other Party that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Party or any subconsultant who works on this IGA to ensure compliance with this warranty. A Party may conduct random verification of the employment records of the other Party, and any of its subconsultants to ensure compliance with this warranty. A Party will not consider the other Party or any of its subconsultants in material breach of the foregoing warranty

if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A). The provisions of this Section must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As used in this Section m, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building, or transportation facility, or improvement to real property.

o. The parties agree to comply with all applicable state and federal laws, rules, and regulations regarding equal opportunity, nondiscrimination, and affirmative action, and incorporate the same into this IGA.

7. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter into this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

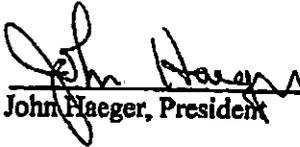
8. **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA this 3<sup>rd</sup> day of December, 2011.

YCIPTA, a corporate body and political subdivision of the State of Arizona

By:   
Robert L. Pickels, Jr. Chairman

Arizona Board of Regents acting on behalf of NAU-Yuma

By:   
John Haeger, President

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

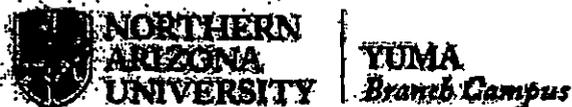
The foregoing intergovernmental agreement has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such Party.

Dated this 27<sup>th</sup> day of December, 2011

By: Wayne O. Senesch  
YCIPTA Attorney

Dated this 10<sup>E</sup> day of January, 2012

By: Nichelle G. Parker  
NAU-Yuma Attorney



NAU-Yuma  
PO Box 6228  
Yuma, AZ 85306-6228

928-317-3400  
928-317-4219 fax  
nau2007@nau.edu

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair  
Yuma County Board of Supervisors  
198 S. Math Street  
Yuma, AZ 85364

cc Robert P. [unclear]

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chair Prochaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

Sincerely,

  
Larry A. Gould, PhD  
Associate Vice President and Campus Executive Officer  
Yuma Branch Campus of Northern Arizona University

cc: Robert P. [unclear] County Administrator

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE YUMA COUNTY  
INTERGOVERNMENTAL TRANSPORTATION AUTHORITY AND ARIZONA  
WESTERN COLLEGE**

This Intergovernmental Agreement ("IGA") is made effective as of the 27<sup>th</sup> day of August, 2011 ("Effective Date") by and between the Yuma County Intergovernmental Public Transportation Authority, a body politic and corporate of the State of Arizona ("YCIPTA") and Arizona Western College ("AWC"). The parties to this IGA may be collectively referred to herein as the Parties, or each individually as a Party.

**RECITALS**

WHEREAS: On November 17, 2010, the Yuma County Board of Supervisors held a public hearing on the Yuma, San Luis, Somerton and Wellton Petitions to determine public support for the IPTA and whether establishing the IPTA would be in the public interest (a "Public Hearing"). Following the Public Hearing, the Yuma County BOS determined that establishing the IPTA would serve the public convenience, necessity, safety and welfare and authorized the establishment of an IPTA with Yuma, San Luis, Somerton, Wellton and the County; and

WHEREAS: A.R.S. § 28-9102 authorizes the inclusion as members in an intergovernmental public transportation authority, community college districts which are located in a municipality in the authority; and

WHEREAS: AWC is located within the City of Yuma, which City is a municipality in the YCIPTA; and

WHEREAS: On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned Yuma County for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. § 28-9102 et seq. The AWC Petition is attached hereto as Exhibit A ("The AWC Petition").

WHEREAS: The Parties are authorized by the provisions of A.R.S. § 28-9102 and A.R.S. 11-952 to enter into an intergovernmental agreement for the inclusion as a member in the YCIPTA of AWC;

NOW THEREFORE: The parties do hereby mutually agree to the following:

1. Membership. AWC shall be recognized, as of the Effective Date, as a full member of YCIPTA, with all rights, responsibilities and liabilities of each other member entity upon formation of YCIPTA. Any qualification, modification or other change to the membership status of AWC may only be accomplished by a majority vote of the YCIPTA board of directors at a duly noticed public meeting.

2. **Term.** This IGA shall be for an initial term of twenty-five (25) years, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described herein.

3. **Termination.** AWC may terminate this agreement upon ninety (90) days written notice to the Chairman of the YCIPTA board of directors. Unilateral termination by AWC may only be effective if all contractual obligations and debts of YCIPTA for which AWC is responsible are satisfied, or if another governmental entity or entities accept said obligation. This IGA shall terminate, by operation of law, upon the dissolution of YCIPTA, pursuant to A.R.S. § 28-9104.

4. **Indemnification.** Each Party to this IGA agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against a Party, attributable (directly or indirectly) to, or arising in any manner by reason of, the act, omission, negligence, misconduct or other fault of the other Party, or of any agent, officer, servant or employee of the other Party, or anyone for whom the other Party may be legally liable in the performance of this IGA.

5. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

6. **General Provisions.**

a. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

b. **Entire Agreement.** This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

c. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

d. **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of both Parties.

e. **Modifications.** Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA requires the written approval of all Parties.

f. **Attorneys Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this IGA, or on account of any breach or default of this IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

g. **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express services at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to YCIPTA:            YCIPTA Transit Director  
                                 2715 East 14<sup>th</sup> Street  
                                 Yuma, Arizona 85365  
                                 Tel: (928) 539-7076, ext 237  
                                 Fax: (928) 783-0309

If to AWC:                President  
                                 P.O. Box 929  
                                 Yuma, Arizona 85366-0929  
                                 Tel: (928) 344-7501  
                                 Fax: (928) 344-7730

h. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

i. **Counterparts.** This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.

j. **Severability.** If any term or provision of this IGA shall be found to be illegal or unenforceable, then outstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

7. **Authority.** Each Party hereby warrants and represents that it has full power

and authority to enter into and perform this IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

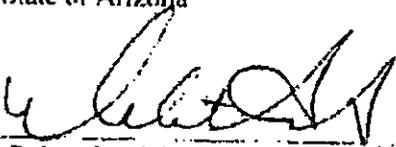
8. **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto, have executed this IGA this 22 day of August, 2011

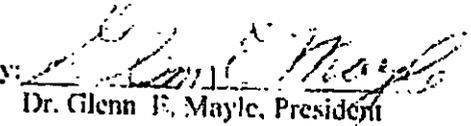
YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY  
a body corporate and politic  
of the State of Arizona

ARIZONA WESTERN COLLEGE

By:

  
Robert L. Pickels, Jr., Chairman

By:

  
Dr. Glenn E. Mayle, President

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

The foregoing intergovernmental agreement has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to each Party.

Dated this 14<sup>th</sup> day of August, 2011

By: *Alayne C. Senesch*  
YCIPTA Attorney

Dated this 23<sup>rd</sup> day of August, 2011

By: *Blair C. Rocha*  
AWB Attorney

**MASTER INTERGOVERNMENTAL AGREEMENT  
YUMA COUNTY INTERGOVERNMENTAL PUBLIC  
TRANSPORTATION AUTHORITY**

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

**RECITALS**

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU - Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

### **AGREEMENTS**

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

## 2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning.** Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans.** Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

Agency	Funding	%
Yuma County	\$ 154,960	30.30%
City of Yuma	\$ 200,000	39.10%
City of Somerton	\$ 29,919	5.85%
Town of Wellton	\$ 14,499	2.85%
City of San Luis	\$ 70,572	13.80%
Cocopah Tribe	\$ 41,496	8.11%
Arizona Western College	\$50,000*	0.00%
Northern Arizona University	\$3,400*	0.00%
<b>TOTAL</b>	<b>\$564,846</b>	<b>100%</b>

\*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

### 3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

#### 4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

#### 6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars (\$30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entities, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal.** A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

#### 10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:            Transit Director  
                                 2715 East 14<sup>th</sup> Street  
                                 Yuma, Arizona 85365  
                                 Tel: (928) 539-7076 ext 237  
                                 Fax: (928) 783-0309

If to County:            County Administrator  
                                 198 S. Main St.  
                                 Yuma, Arizona 85364  
                                 Tel: (928) 373-1010  
                                 Fax: (928) 373-1120

If to Yuma:              City Administrator  
                                 One City Plaza  
                                 Yuma, Arizona 85364  
                                 Tel: (928) 373-5011  
                                 Fax: (928) 373-5012

If to San Luis: City Manager  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349  
Tel: (928) 341-8520  
Fax: (928) 341-8539

If to Somerton: City Manager  
110 North State Avenue  
P.O. Box 637  
Somerton, Arizona 85350  
Tel: (928) 627-8866  
Fax: (928) 627-3794

If to Wellton: Town Manager  
28364 Oakland Avenue  
Wellton, Arizona 85356  
Tel: (928) 785-3348  
Fax: (928) 785-4374

If to NAU-Yuma: Campus Executive Officer  
P.O. Box 6236  
Yuma, Arizona 85366-6236  
Tel: (928) 317-6400  
Fax: (928) 317-6419

If to AWC: President  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Tel: (928) 344-7501  
Fax: (928) 344-7730

If to Cocopah: Chairperson  
Cocopah Indian Tribe  
14515 S. Veterans Drive  
Somerton, AZ 85350  
Tel: (928) 627-2102  
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

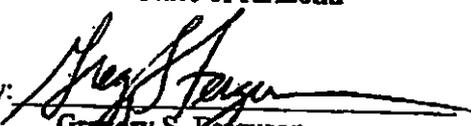
**IN WITNESS WHEREOF**, the Parties hereto have executed this Master IGA.

Attest:

  
\_\_\_\_\_  
Robert L. Pickels, Jr.  
County Administrator/Clerk of the Board

**YUMA COUNTY, a body corporate and  
politic of the State of Arizona**

By:

  
\_\_\_\_\_  
Gregory S. Ferguson  
Chairman of the Board

Attest:

\_\_\_\_\_  
Lynda Bushong  
City Clerk

**CITY OF YUMA, an Arizona municipal  
corporation**

By:

\_\_\_\_\_  
Greg Wilkinson  
City Administrator

Attest:

\_\_\_\_\_  
Sonia Cuello  
City Clerk

By:

\_\_\_\_\_  
Juan Carlos Escamilla  
Mayor

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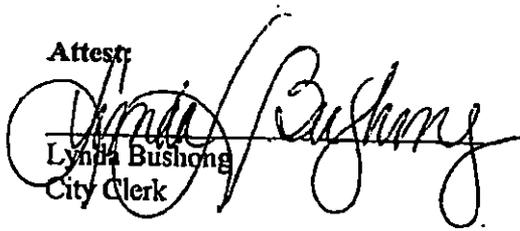
Attest:

\_\_\_\_\_  
Robert L. Pickels, Jr.  
Clerk of the Board

By: \_\_\_\_\_  
Gregory S. Ferguson  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal corporation**

Attest:

  
Lynda Bushong  
City Clerk

By: \_\_\_\_\_ MAY 31, 2012  
Greg Wilkinson  
City Administrator

**CITY OF SAN LUIS, an Arizona municipal corporation**

Attest:

\_\_\_\_\_  
Sonia Cuello  
City Clerk

By: \_\_\_\_\_  
Juan Carlos Escamilla  
Mayor

**CITY OF SOMERTON, an Arizona municipal corporation**

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

By: \_\_\_\_\_  
Martin Porchas  
Mayor

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**YUMA COUNTY, a body corporate and  
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Attest:

\_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal  
corporation**

Attest:

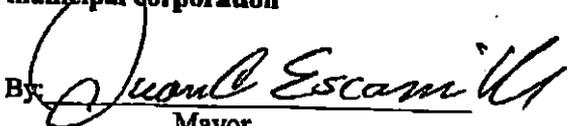
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Administrator

**CITY OF SAN LUIS, an Arizona  
municipal corporation**

Attest:

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

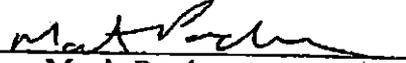
By:   
\_\_\_\_\_  
Mayor

Attest:

Bill Lee  
City Clerk



**CITY OF SOMERTON, an Arizona  
municipal corporation**

By:   
Martin Porchas  
Mayor

Attest:

Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
John Andoh  
Transit Director

Attest:

Rodney L. Rinehart  
Town Clerk

**TOWN OF WELLTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
James L. Deermer  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By: \_\_\_\_\_  
Dr. Glenn E. Mayle  
President

**COCOPA INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
Martin Porchas  
Mayor

Attest:

\_\_\_\_\_  
*Christy Isbell*  
Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
*John Andoh*  
John Andoh  
Transit Director

Attest:

\_\_\_\_\_  
Rodney L. Rinchart  
Town Clerk

**TOWN OF WELLTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
James L. Deerner  
Mayor

**Arizona Board of Regents, acting for and  
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By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
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By: \_\_\_\_\_  
Dr. Glenn E. Mayle  
President

**COCOPAH INDIAN TRIBE, pursuant to  
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By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
Martin Porchas  
Mayor

Attest:

\_\_\_\_\_  
Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
John Andoh  
Transit Director

Attest:

\_\_\_\_\_  
*Rodney L. Rindhart*  
Rodney L. Rindhart  
Town Clerk

**TOWN OF WELLTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
*James L. Deemer*  
James L. Deemer  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By: \_\_\_\_\_  
Dr. Glenn E. Mayle  
President

**COCOPA INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

**CITY OF SOMERTON, an Arizona  
municipal corporation**

**Attest:**

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

By: \_\_\_\_\_  
Mayor

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

**Attest:**

\_\_\_\_\_

By: \_\_\_\_\_  
John Andoh,

**TOWN OF WELLTON, an Arizona  
municipal corporation**

**Attest:**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: John Hager  
President

**AWC, an Arizona community college**

By: \_\_\_\_\_  
President

**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Chairperson

Attest:

Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
Martin Porchas  
Mayor

Attest:

Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
John Andoh  
Transit Director

Attest:

Rodney L. Rinchart  
Town Clerk

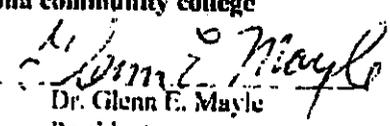
**TOWN OF WELLTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
James L. Deerner  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By:   
Dr. Glenn E. Mayle  
President

**COCOPA INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

**CITY OF SOMERTON, an Arizona  
municipal corporation**

**Attest:**

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

By: \_\_\_\_\_  
Mayor

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

**Attest:**

\_\_\_\_\_

By: \_\_\_\_\_  
John Andoh,

**TOWN OF WELLTON, an Arizona  
municipal corporation**

**Attest:**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
President

**AWC, an Arizona community college**

By: \_\_\_\_\_  
President

**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Chairperson

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By: [Signature]  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: Richard W. Files (For)  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma County Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma City Attorney

Dated this 27 day of April, 2012

By: \_\_\_\_\_  
San Luis City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Somerton City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wellton Town Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this 1<sup>st</sup> day of JUNE, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this 21<sup>st</sup> day of MAY, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma County Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
San Luis City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Somerton City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wellton Town Attorney

Dated this 20<sup>th</sup> day of April, 2012

By: Michelle P. Fisher  
Attorney for Arizona Board of Regents

Dated this 8<sup>th</sup> day of May, 2012

By: *John C. Richardson*  
Attorney for Arizona Western College

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michael M. Smith  
Attorney for Cocopah Indian Tribe

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wayne C. Benesch  
Attorney for YCIPTA

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By: Wm. Michael Smith  
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C. Benish  
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

**A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN  
INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY  
WITH A SUNSET CLAUSE**

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

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

**SECTION 1:** That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

**SECTION 2:** That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

**SECTION 3:** That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

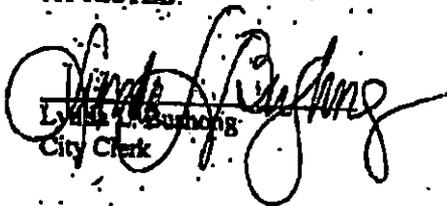
**SECTION 4:** That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:

  
Alan L. Krieger,  
Mayor

ATTESTED:

  
Lynda A. Bunching  
City Clerk

APPROVED AS TO FORM:

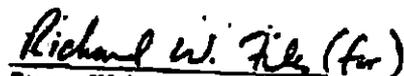
  
Steven W. Moore  
City Attorney

Exhibit "B"



## City of San Luis

P.O. Box 1170  
1060 E. Union Street  
San Luis, AZ 85348-1170  
Ph (928) 341-8520 • Fax (928) 341-8538

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
188 S. Main Street  
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority,  
Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan Carlos Escamilla  
Mayor

JUAN CARLOS ESCAMILLA, Mayor  
GERARDO SANDOZ, Vice Mayor

MARCO BUCHANAN JR., Council Member  
MARGO A. PRIZON, Council Member

APRILA LUNA-CAPRIARDO, Council Member  
JOSE LEONARDO SUAREZ, Council Member

RAFAEL TORRES, Council Member  
RALPH VELEZ, City Manager



# Resolution

RESOLUTION NO.903

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves petitioning the Board of Supervisors of Yuma County, Arizona, to form such an authority.

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona, on behalf of the City of San Luis, Arizona, to form an intergovernmental public transportation authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October

Juan Carlos Escamilla, Mayor

ATTEST:

for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Otema Glimbc, City Attorney

Exhibit "C"

CITY OF SOMERTON  
MINUTES  
REGULAR COUNCIL MEETING  
OF THE CITY COUNCIL

7:00 P.M.

Tuesday September 21, 2010

Council Members:

M. Porchas, Mayor  
A. Magaña, Vice-Mayor  
L. Ramirez  
G. Anaya  
M. Villalpando  
E. Galindo  
J. Yopez

Staff:

B. Lee, City Manager (P)  
L. Galaviz, Park & Rec. Dir (P)  
B.B. Cotman, Int. Chief of Police (P)  
S. Palacios, Int. Public Works Dir (P)  
G.W. Hunt, City Attorney (P)  
M. Figueroa, City Magistrate (A)  
G. Halford, Admin. Svcs. Dir (P)  
VACANT, Com. Dev. Dir (A)  
P. De Anda, Fire Chief (P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

PETITION OR COMMENTS BY THOSE CITIZENS PRESENT

Call to the Public:

NONE

CONSENT AGENDA

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yopez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

## **OLD BUSINESS**

All items are for discussion and possible action

### **1. ORDINANCE 2010-006 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER 10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"**

- a) Second Reading by Title Only
- b) Approval of Ordinance

Paul De Anda - presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yepez- are they doing any amendments to that or just going as is? Paul-Carefree did mention New Year's they were going to make an exception.

Council member Yepez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yepez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yepez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

### **2. Update on Sales Tax.**

Gary Halford- presented the Council with an update on sales tax collected in the month of August thru today. August received \$140,000 in September \$85,000 so far.

### **3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.**

Bill Lee - approval to purchase conveyor belt from local agency for \$49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yopez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yopez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.

Patty Salazar took Roll Call:

Jerry Anaya - yea

Jose Yopez- yea

Martin Porchas- yea

Luis Galindo- yea

Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

### NEW BUSINESS

All items are for discussion and possible action :

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

**2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.**

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

**3. Discussion and possible direction to enter agreement with Humane Society of Yuma.**

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yepez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actualy cost now? Bill - \$2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

**4. Parks and Recreation Commission Appointment**

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yepez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

**ADJOURNMENT**

Meeting was adjourned at 8:30 P. M.

  
MAYOR MARTIN PORCHAS

**CERTIFICATION**

**I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.**

  
CITY CLERK



**City of Somerton**

110 N. State Avenue  
P.O. Box 638  
Somerton, Arizona 85350

(928) 627-8866  
Fax: (928) 627-9794  
TTD: (928) 627-8866

---

**AGENDA ITEM REVIEW FORM**

**TO:** Mayor and City Council  
**FROM:** Bill Lee, City Manager  
**SUBJECT:** Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.

**DATE:** Aug. 10th 2010

**Background:** See attached letter from County Administrator.

**Recommendation:** Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

**Fiscal Impact:**

000028

## **Intergovernmental Public Transportation Authorities**

### **What are they?**

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

### **How are they formed?**

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

### **Can any other organizations be included?**

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

### **What is the operating area?**

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

### **How would an IPTA be funded in Yuma County?**

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

000029

**How is the initial IPTA board of directors organized?**

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors if any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

**When would the IPTA take over managing the transit system?**

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (\*note - as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

**Where would the IPTA offices be located?**

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

**Would operational support be offered by other public entities?**

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

000076

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main St.  
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant  
to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deerner, Mayor  
Town of Wellton

Martin Porchas, Mayor  
City of Somerton

Al Krieger, Mayor  
City of Yuma

Juan Carlos Escamilla, Mayor  
City of San Luis

000071

Exhibit "D"

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main St.  
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

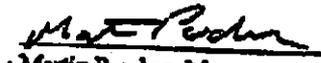
The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

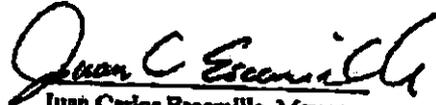
Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

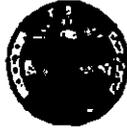
  
James Deemer, Mayor  
Town of Wellton

  
Martin Porchas, Mayor  
City of Somerton

\_\_\_\_\_  
Al Krieger, Mayor  
City of Yuma

  
Juan Carlos Escamilla, Mayor  
City of San Luis

**OFFICE OF THE  
WELLTON TOWN COUNCIL**  
28634 Oakland Avenue  
Wellton, Arizona 85356



**TOWN OF WELLTON  
COUNCIL MINUTES  
SEPTEMBER 21, 2010**

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

**Council Members Present:** Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

**Staff Present:** Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

**Guests:** Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public - No Comments**
- **Department Head Reports**
  - A. **Police Department**
  - B. **Magistrate & Court Department**
  - C. **Fire Department**
  - D. **Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

### **DISCUSSION AND ACTION ITEMS**

Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of \$566,376 to construct water system improvements.

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of \$566,376 to construct water system improvements. Voice vote 5-0, motion carried.

**3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:**

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

**4. Other Reports**

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermner said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

**5. Manager's Report**

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27<sup>th</sup>;
- Bids for the Water Control Services Building are due on Monday, September 27<sup>th</sup> at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

**6. Executive Session**

- A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

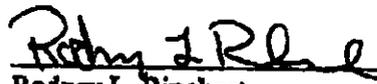
**7. Adjournment**

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21<sup>st</sup> day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of October 2010



Rodney L. Rinehart  
Town Manager/Clerk

**OFFICE OF THE  
WELLTON TOWN COUNCIL**  
28634 Oakland Avenue  
Wellton, Arizona 85356

**TOWN OF WELLTON  
COUNCIL MINUTES  
JANUARY 18, 2011**

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

**Council Members Present:** Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

**Staff Present:** Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

**Guests:** Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public - No Comments**
- **Department Head Reports**
  - A. **Police Department**
  - B. **Magistrate & Court Department**
  - C. **Fire Department**
  - D. **Public Works Department**

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

### **DISCUSSION AND ACTION ITEMS**

1. **Approval of Cash Disbursements List**
  - A. **For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
  - A. **For the Regular Meeting of November 16, 2010**
  - B. **For the Regular Meeting of December 7, 2010**
  - C. **For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

**3. Presentation by Police Chief Titus on the current Nuisance Ordinance.**

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available. The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

**4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:**

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

- A. **VARIANCE CASE #11-401:** Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

- B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.**

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

- 5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

- Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

- 7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

- 8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.**

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermmer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermmer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't put any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is not permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

## 9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

**10. Manager's Report**

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8<sup>th</sup> and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

**11. Executive Session - No need for an Executive Session**

**12. Adjournment**

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18<sup>th</sup> day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of April 2011

  
Rodney L. Rinehart  
Town Manager/Clerk

Exhibit "E"



**NORTHERN  
ARIZONA  
UNIVERSITY**

**YUMA**  
*Branch Campus*

NAU-Yuma  
PO Box 6238  
Yuma, AZ 85366-6238

928-317-8400  
928-317-8418 fax  
nau.edu/yuma

October 4, 2010

~~Kathryn R. "Casey" Prochaska, Chair  
Yuma County Board of Supervisors  
198 S. Main Street  
Yuma, AZ 85364~~

cc Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

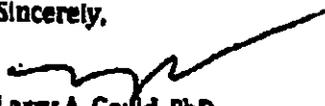
Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

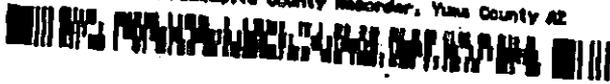
Sincerely,

  
Larry A. Gould, PhD  
Associate Vice President and Campus Executive Officer  
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00000 RESOLUTION  
01/10/2011 10:37:33 AM Pages: 3 Fees: \$0.00  
Requested By: CITY OF YUMA  
Recorded By: Sheppard  
Robyn Stalworth Pinal County Recorder, Yuma County AZ



Please return original document  
to the Board of Supervisors Office,  
ATTENTION: Dorcas Dolen, 373-1105  
(Name & phone number)

## TYPE OF DOCUMENT:

Resolution No. 10-62  
A Resolution of the Yuma County Board of Supervisors Establishing an  
Intergovernmental Public Transportation Authority within Yuma County, Pursuant to  
A.R.S. § 28-9102

## DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:  
December 13, 2010, Item No. D1.



**YUMA COUNTY BOARD OF SUPERVISORS  
RESOLUTION NO. 10-52**

**A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS  
ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION  
AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-8102.**

**WHEREAS:** Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

**WHEREAS:** The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

**WHEREAS:** The organizing municipalities are not contiguous and have unincorporated areas between them; and

**WHEREAS:** The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

**WHEREAS:** The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

**NOW, THEREFORE,** it is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13<sup>th</sup> day of December, 2010

  
KATHRYN "CASEY" PROCHASKA, Chairman

PAGE 2  
RESOLUTION NO. 10-52.

ATTEST:

  
ROBERT L. PICKELS, JR  
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF  
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

  
JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52\_Draft #3 RPKs.doc



Office of the President  
P.O. Box 929  
Yuma, Arizona 85306-0929  
Voice: (928) 344-7500  
Fax: (928) 344-7700  
[www.azwestern.edu](http://www.azwestern.edu)

**Exhibit "G"**

**August 8, 2011**

**John Andoh, CCTM, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85364**

**Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority**

John,

**Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.**

**Please advise me what additional steps and actions may be required toward the completion of this requested action.**

Sincerely,

A handwritten signature in cursive script that reads "Glenn E. Mayle".

**Dr. Glenn Mayle, President**

Exhibit "H"



## THE COCOPAH INDIAN TRIBE

*Office of the Tribal Chairwoman*  
14515 S. Veterans Drive  
Somerton, AZ 85350  
Tel: (928) 627-2102  
Fax: (928) 627-3173  
Email: cocotrsc@cocopah.com

October 18, 2011

John Andoh, Transit Director  
2715 E. 14<sup>th</sup> Street  
Yuma, AZ 85364

**RE: Request to join the Yuma County Intergovernmental Public Transportation Authority.**

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,



Sherry Cordova, Chairwoman  
Cocopah Tribal Council

**Exhibit "I"**

**Formula for Funding**

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is \$5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	\$ 158,011	29.89%
City of Yuma	Public	1	83,064	48.89%	\$ 248,415	48.89%
City of Somerton	Public	1	14,287	7.21%	\$ 38,136	7.21%
Town of Walton	Public	1	2,882	1.46%	\$ 7,693	1.46%
City of San Luis	Public	1	25,605	12.88%	\$ 68,060	12.88%
Northern Arizona University*	College	1	-	0.00%	\$ -	0.00%
Arizona Western College*	College	1	-	0.00%	\$ -	0.00%
Cocopah Tribe*	Tribal	1	817	0.41%	\$ 2,181	0.41%
<b>TOTAL</b>		<b>9</b>	<b>193,851</b>	<b>100.00%</b>	<b>\$ 628,656</b>	<b>100.00%</b>

\*Buys access for students to ride YCAT for free.

\*Buys access for students to ride YCAT for free.

\*Cocopah pays an additional \$39,015 to provide Grey Route free fares and \$242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO ~~\$ 528,656~~