

SHOW LOW CITY COUNCIL
Regular Meeting – Tuesday, June 18, 2019

PURSUANT to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, June 18, 2019, at 7:00 p.m. in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows.

1. Call to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. **CALL TO THE PUBLIC:**

Any citizen desiring to speak on a matter that is within the jurisdiction of the City Council may do so at this time. Comments may be limited to three minutes per person and shall be addressed to the City Council as a whole, and not to any individual member. Issues raised shall be limited to those within the jurisdiction of the City Council. Pursuant to the Arizona Open Meeting Law, the City Council cannot discuss or act on items presented at this time. At the conclusion of the call to the public, individual City Council members may (1) respond to criticism made by those who have spoken, (2) ask staff to review a matter, and (3) ask that a matter be put on a future agenda.

6. **SPECIAL EVENTS:**

- A. Special Presentation in Recognition of Retired City Employees.

7. **CONSENT CALENDAR:**

- A. Consideration of Resolution No. R2019-20 Adopting an Annual Policy and Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council. (Ed Muder)
- B. Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing Show Low Senior Center for Fiscal Year 2019-20. (Jay Brimhall)
- C. Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2019-20. (Jay Brimhall)
- D. Consideration of Approval of List of City-Owned Vehicles as Exempt Vehicles from Registration Requirements in Accordance with A.R.S. §§ 28-2511, 38-538, and 38-538.03 (Joe Shelley)

- E. Consideration of Approval of Annual Purchase Orders for Fiscal Year 2019-20. (Justin Johnson)
- F. Consideration of Minutes of Show Low City Council meetings:
 - (1) Joint Study Session of May 8, 2019.
 - (2) Regular Meeting of June 4, 2019.

8. **NEW BUSINESS:**

- A. Consideration of Appointment of Aviation Advisory Committee Member. (Tamra Reidhead)

The Council reserves the right to adjourn into Executive Session for discussion or consultation for legal advice with the attorney or attorneys of the public body regarding appointments to the Aviation Advisory Committee, pursuant to A.R.S. 38-431.03(A)(3).

- B. Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2019-20. (Steve North)
- C. **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2020 and Proposed Secondary Property Tax Levy. (Justin Johnson)
- D. Consideration of Resolution No. R2019-19 Adopting the Final Budget for Fiscal Year Ending June 30, 2020. (Justin Johnson)

AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2019-20 FOR THE DISTRICT.

9. **SUMMARY OF CURRENT EVENTS:**

- A. Council Members
- B. Mayor
- C. City Manager

10. **SCHEDULING OF MEETINGS:**

Scheduling of meetings, which may be brought up at this time.

11. **EXECUTIVE SESSION.**

- A. Confidentiality Statement.
- B. Discussion or consultation for legal advice with the attorney or attorneys of the public body. Pursuant to A.R.S. Section 38-431.03(A)(3).
 - (1) Zoning on A.P. 210-31-020K (Creative Development, LLC)
 - (2) Little Colorado River Water Adjudication.

- C. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. Pursuant to A.R.S. Section 38-431.03(A)(2).

(1) Executive Session Minutes of June 4, 2019.

12. **POST EXECUTIVE SESSION.**

Consideration of any item on the Executive Session portion of this agenda, which the Council may wish to take action upon in Open Session.

- A. Consideration of Approval of the Minutes of the Executive Sessions of the Show Low City Council Held on June 4, 2019.

13. **ADJOURNMENT.**

SCHEDULED MEETINGS/EVENTS:

06/18/19	6:00 PM	CITY COUNCIL – STUDY SESSION
06/18/19	7:00 PM	CITY COUNCIL – REGULAR MEETING
06/25/19	7:00 PM	P&Z COMMISSION – REGULAR MEETING

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Show Low makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Show Low City Council regular meetings are recorded and may be viewed on the City of Show Low's website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

Pursuant to the Americans with Disabilities Act (ADA), the City Council endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please call the City Clerk's office at (928) 532-4061 at least 48 hours prior to the meeting for accommodation.

Tamra Reidhead, City Clerk

I, Tamra Reidhead, do hereby certify that the foregoing notice was posted on Friday, June 14, 2019.

**CITY OF SHOW LOW
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2019-20 Adopting an Annual Policy and Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council (Ed Muder)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2019-20 adopting an annual policy and prescribing procedures for purchasing from the Mayor and any member of the Council.

BACKGROUND

Arizona State Statutes requires the City Council to adopt a policy, on an annual basis, that governs purchases from the Mayor and Council members without public competitive bidding. Without the attached resolution, the City would not be allowed to make any such purchases, regardless of size or amount.

The limits set forth in the attached resolution, \$300 per transaction and \$1,000 per year, are the maximum allowed by state law without public competitive bidding. They are the same limits adopted by the Council in previous years.

Attachments:
Resolution No. R2019-20

CITY OF SHOW LOW RESOLUTION NO. R2019-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ADOPTING AN ANNUAL POLICY AND PRESCRIBING PROCEDURES FOR PURCHASING FROM THE MAYOR AND ANY MEMBER OF THE COUNCIL

RECITALS:

WHEREAS, pursuant to the provisions of Arizona Revised Statutes § 38-503(C)(2), as amended, the City of Show Low may authorize, without using competitive public bidding procedures, the purchase of supplies, materials, and equipment from the Mayor and any member of the City Council; and

WHEREAS, the City Council must adopt, on an annual basis, a policy that governs such purchases.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Show Low, Arizona, that the following policy is adopted and procedures are prescribed for purchasing supplies, materials, and equipment from the Mayor and any member of the City Council.

Section 1

During the fiscal year ending June 30, 2020, the City of Show Low may purchase supplies, materials, and equipment from the Mayor or any member of the Council without using competitive public bidding procedures if the amount of a single transaction does not exceed three hundred dollars. The separate, individual total of any transaction in the fiscal year for each member of the Council or for the Mayor shall not exceed one thousand dollars.

Section 2

The Finance Department shall keep separate, up-to-date records of all purchasing transactions with the Mayor and each member of the Council. These records shall be public and shall include the date, amount, and nature of each transaction. The Finance Department shall be responsible for ensuring that the cost of a single transaction made pursuant to this resolution does not exceed three hundred dollars and that the total of such transactions (in the fiscal year ending June 30, 2020) with the Mayor or each individual Council member does not exceed one thousand dollars. Any purchasing transaction with the Mayor or a member of the City Council that exceed these limits shall only be made by public competitive bidding procedures.

Section 3

The provisions of this resolution shall be cumulative and supplemental to the provisions of the City Code or ordinances governing purchases.

PASSED AND ADOPTED this 18th day of June, 2019, by the Mayor and Council of the City of Show Low, Arizona.

Daryl Seymore, Mayor

ATTEST:

Tamra Reidhead, City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing Show Low Senior Center for Fiscal Year 2019-20 (Jay Brimhall)

RECOMMENDATION

I **MOVE** to renew the agreement for managing the Show Low Senior Center with White Mountain Meals on Wheels, Inc. for fiscal year 2019-20 and authorize the Mayor to sign said agreement.

BACKGROUND

The agreement with White Mountain Meals on Wheels to manage the Senior Center is due for renewal on July 1, 2019, for another year.

The management provided by Meals on Wheels includes delivering meals to qualifying seniors and providing congregate meals at the Senior Center. They also schedule all activities for the seniors and provide general maintenance at the Senior Center. All hiring, firing, and training of employees is provided by Meals on Wheels as well as payment of all employee wages and maintaining liability and property insurance. They will also provide a quarterly financial report to the City and make a presentation to the Council on an annual basis.

The agreement reflects the annual consideration of \$45,000 as discussed during this year's budget meetings. The City pays for all the utilities except phone and refuse services at the Senior Center and maintains insurance on the building for property damage and liability. The City also provides snow removal; performs major repairs; maintains the building, landscaping, parking lot, and outside lights; and deep-cleans and maintains the flooring on an as-needed basis.

Meals on Wheels operates the Senior Center Monday through Friday from 8:00 a.m. to 3:00 p.m. between October 15 to May 15 and from 8:00 a.m. to 4:00 p.m. from May 16 to October 14. The Senior Center's Friday schedule may be adjusted between October 15 and May 15 to meet seasonal needs.

Attachments:
Agreement for Management of the Show Low Senior Center

FISCAL IMPACT

Anticipated cost: \$45,000
Funding source (account no.): Organizational Support (11-402-430-8110-0000)

Agreement for Management of the Show Low Senior Center

THIS Agreement is made and entered into this 18th day of June, 2019, by and between WHITE MOUNTAIN MEALS ON WHEELS, INC., hereinafter referred to as "MOW" and the CITY OF SHOW LOW, hereinafter referred to as "City."

WHEREAS, the City owns the building known as the Senior Center located at 301 East McNeil in Show Low, Arizona, hereinafter referred to as the "property"; and

WHEREAS, the City desires to have the MOW continue to manage the Senior Center including providing congregate dining and recreation opportunities to assist the senior citizens of Show Low; and

WHEREAS, MOW is available to manage the Senior Center and desires to renew a contract with the City to provide the services outlined below.

NOW THEREFORE, in consideration of the following:

1. **SERVICES AND PAYMENT.**

MOW will provide the following services as part of their contract to manage the Senior Center:

- A. Deliver Meals to qualifying seniors in the community and provide congregate meals for lunch, Monday through Friday, except holidays at the Senior Center. MOW may adjust the Friday schedule between October 15 and May 15 to meet seasonal needs.
- B. Manage the Senior Center by scheduling all activities, maintain the Senior Center, including cleaning, dusting, maintenance and small repairs, maintain a clean parking lot, light cleaning of windows and bathrooms and to promptly report any maintenance issues that are the City responsibility to the Community Services Director for the City of Show Low.
- C. MOW to hire, fire, train, and maintain employment records and pay any and all salaries.
- D. MOW shall maintain proper liability insurance and property insurance on MOW equipment and list the City as an additional insured as required in paragraph 9 below. MOW to pay for the phone and garbage services.
- E. Maintain hours at the Senior Center from 8:00 a.m. to 3:00 p.m. between October 15 to May 15 of each year and from 8:00 a.m. to 4:00 p.m. from May 16 to October 14 of each year.

- F. Allow the City to use the space for appropriate activities provided the City provides reasonable notice to MOW.
- G. MOW will present a written report on an annual basis to the City Council at a City Council Meeting. MOW will also provide a written quarterly report to the Community Services Director to be given to the City Council. The report shall provide information on the number of congregate meals and meals delivered to seniors in the community and provide the activities and participation by the seniors in the activities, a detailed report on the budget and use of city funds and provide information on any major maintenance issues that need to be addressed at the Senior Center.

City to provide the following:

- A. The City shall fund the Senior Center programs and management in the amount of \$45,000.00 annually, which may be made in quarterly installments of \$11,250.00. The first payment shall be due July 1, 2019, and every quarter thereafter during the term of this Agreement. The amount under the contract shall be reviewed annually.
 - B. The City shall pay the gas, electric, sewer and water utilities at the Senior Center.
 - C. The City shall maintain insurance on the building for property damage and liability.
 - D. The City will maintain the property by doing a major cleaning once a year, snow removal, repair of parking lot and outside lights. Floor covering maintenance will be provided on an as-needed basis.
2. **TERM.** This agreement shall be for a period of one (1) fiscal year, commencing July 1, 2019, and ending June 30, 2020, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.
3. **IMPROVEMENTS.** At the end of the term hereof, any and all improvements on the Senior Center, shall become the property of the City, with the exception of MOW equipment provided it can be removed without damage to the property.
4. **ATTORNEY'S FEES.** In the event any action or proceeding is brought by either party against the other arising out of this Agreement in any manner whatsoever,

the prevailing party shall be entitled to recover reasonable attorney's fees incurred in such action or proceeding.

5. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

6. **TIME.** Time is of the essence in this Agreement.

7. **NOTICES.** Whenever in this Agreement, it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail addressed as follows to:

MOW: Attn: Chairman
 301 East McNeil
 Show Low, AZ 85901

CITY: Attn: City Manager
 CITY OF SHOW LOW
 180 N. 9th Street
 Show Low, AZ 85901

8. **INTERPRETATION.** This Agreement shall be construed in conformity with the laws of the State of Arizona with proper venue to enforce the agreement in Navajo County, Arizona.

9. **INSURANCE.** MOW agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MOW as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. A certificate of insurance shall be provided to the City naming the City of Show Low as an additional insured. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, MOW, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court

costs, and the costs of appellate proceedings) relating to, arising out of or resulting from any negligent or intentional actions, acts, errors, mistakes, omissions, work or services of the MOW, its agents, employees or subcontractors in the performance of this Agreement. MOW's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss or expenses that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose acts, errors, mistakes or omissions MOW may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

- 11. **RENTAL PROVISION.** In the event that the City cancels this Agreement after one year or any subsequent year, the City agrees to rent the kitchen facilities to MOW for a reasonable period of time and reasonable fee with the understanding that if the property is sold that MOW will have to vacate the building.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18th day of June, 2018.

**WHITE MOUNTAIN MEALS ON
WHEELS, INC.**

CITY OF SHOW LOW

_____, Chairman

Daryl Seymore, Mayor

ATTEST:

Tamra Reidhead, City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

STATE OF ARIZONA)
) ss
County of Navajo)

SUBSCRIBED AND SWORN to and acknowledged before me this ____ day of

_____, 2019, by Daryl Seymore, Mayor, on behalf of the CITY OF SHOW LOW known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

My commission expires:_____

STATE OF ARIZONA)
) ss
County of Navajo)

SUBSCRIBED AND SWORN to and acknowledged before me this ____ day of _____, 2019, by _____, Chairman of WHITE MOUNTAIN MEALS ON WHEELS, INC., known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

My commission expires:_____

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2019-20 (Jay Brimhall)

RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Historical Society for fiscal year 2019-20 and authorize the Mayor to sign said agreement.

BACKGROUND

The agreement with the Show Low Historical Society is due for renewal on July 1, 2019, for another year. As the agreement states, the historical society will provide a museum for residents and visitors to Show Low that will also serve as a visitor information center.

The agreement reflects the annual consideration of \$32,000 as discussed during this year's budget meetings. The City's financial obligation, paid quarterly, is subject to the availability and appropriation of funds. If or when funds are not appropriated or no longer available to provide continued support of the historical society, the City shall have the right to terminate the agreement. The agreement is effective July 1, 2019, through June 30, 2020.

Attachments:
Show Low Historical Society Agreement

FISCAL IMPACT

Anticipated cost: \$32,000
Funding source (account no.): Organizational Support (11-402-430-8110-0000)

SHOW LOW HISTORICAL SOCIETY AGREEMENT

This Agreement made and entered into this 18th day of June, 2019, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW HISTORICAL SOCIETY, hereinafter referred to as "HISTORICAL SOCIETY."

WHEREAS, the CITY owns the building located at 541 E. Deuce of Clubs; and

WHEREAS, the CITY and HISTORICAL SOCIETY entered into a Lease Agreement on September 7, 2010, for the lease of the CITY-owned building; and

WHEREAS, the CITY finds it beneficial to provide tourism and history services to the residents and visitors of the City; and

WHEREAS, the HISTORICAL SOCIETY has the knowledge and resources to provide such services; and

WHEREAS, the CITY and HISTORICAL SOCIETY desire to enter into an agreement for certain services to be provided by the HISTORICAL SOCIETY; and

WHEREAS, the CITY is authorized, pursuant to A.R.S. § 9-493 to spend funds for the purpose of encouraging immigration, tourism, new industries and investment in the City, and for the printing and distribution of pamphlets, booklets and brochures advertising the City and its history and pursuant to A.R.S. § 9-500.11 for economic development activities that enhance the economic welfare of the inhabitants of the city or town.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. The Premises: The Premises ("Premises") shall consist of the building located at 541 East Deuce of Clubs in Show Low, Arizona.
2. Description of Service: The HISTORICAL SOCIETY shall provide a museum for residents and visitors to Show Low to attract people to the CITY and shall serve as a visitor information center. Hours of operation are to be determined by the HISTORICAL SOCIETY and the CITY.
3. The term of this Agreement shall be for a period of one (1) fiscal year, commencing on July 1, 2019, and ending on June 30, 2020, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation

of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.

4. The CITY agrees to pay the HISTORICAL SOCIETY \$32,000 (hereinafter referred to as "annual consideration") in the first year of the agreement. Payment shall be made in quarterly installments of \$8,000 beginning on the 15th of July, 2019. The HISTORICAL SOCIETY agrees that such payments will constitute payment in full for the services to be provided by the HISTORICAL SOCIETY.
5. The CITY shall appoint the City Manager or his/her designee to serve as liaison to the HISTORICAL SOCIETY.
6. The HISTORICAL SOCIETY shall present a written annual report to the City Council and an annual verbal report at a regularly scheduled City Council Meeting.
7. The HISTORICAL SOCIETY shall provide an annual statistical report to the CITY liaison, which shall include all pertinent visitor and other data in electronic format in addition to a paper copy.
8. HISTORICAL SOCIETY personnel and volunteers shall be trained in handling customers in a pleasant and cheerful manner and the personnel shall be knowledgeable about the Show Low area and shall serve as ambassadors of the community.
9. INSURANCE. The HISTORICAL SOCIETY agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the HISTORICAL SOCIETY as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. A certificate of insurance shall be provided to the CITY naming the City of Show Low as an additional insured. The HISTORICAL SOCIETY shall notify the CITY of any insurance changes at least 10 days prior to the effective date.
10. INDEMNIFICATION. The HISTORICAL SOCIETY agrees to and shall indemnify and hold the CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the HISTORICAL SOCIETY or its agents or employees.
11. APPLICABLE LAW. This Agreement shall be enforced and construed according to the laws of the State of Arizona.

12. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
13. ATTORNEY'S FEES. In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of its rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.
14. NOTICES. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail addressed as follows to:

CITY: City of Show Low
 180 N. 9th Street
 Show Low, AZ 85901

HISTORICAL SOCIETY: Show Low Historical Society
 P.O. Box 3468
 Show Low, AZ 85902

Any notices required to be given to the CITY or the HISTORICAL SOCIETY under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the Historical Society Director and City Manager at their respective business addresses.

15. This Agreement or the payments described herein shall not be assigned, conveyed, or transferred by the HISTORICAL SOCIETY to any other party without the express prior written consent of the CITY.

CITY OF SHOW LOW

SHOW LOW HISTORICAL SOCIETY

 Daryl Seymore, Mayor

By: _____

Title: _____

ATTEST:

 Tamra Reidhead, City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Approval of List of City-Owned Vehicles as Exempt Vehicles from Registration Requirements in Accordance with A.R.S. §§ 28-2511, 38-538, and 38-538.03 (Joe Shelley)

RECOMMENDATION

I **MOVE** to approve the list of city-owned vehicles as exempt vehicles from registration requirements as specified in A.R.S. §§ 28-2511, 38-538 and 38-538.03.

BACKGROUND

Arizona Revised Statutes § 38-538 requires that all motor vehicles owned by the City bear designations indicating the name of the political subdivision, the department to which the vehicle belongs, and the designation “for official use only.” A.R.S. § 28-2511 states that official vehicles owned by the City are exempt from registration fees, but they must still be registered and “shall display official license plates that bear distinguishing marks.” The Motor Vehicle Department may issue regular license plates without any distinguishing marks for vehicles that are exempt pursuant to A.R.S. § 38-538.03. This provision includes vehicles that are used for activities of a confidential nature or for felony investigations. The statute indicates the exemption application should be made to the governing body indicating the nature of the service and the year, make, model, and identification number of the vehicle. The exempted vehicles are required to be approved by the City Council and, once approved, are valid for one year.

The attached list of vehicles are vehicles that are used in a confidential manner or for felony investigations pursuant to A.R.S. § 38-538.03. Due to the confidential nature of this application, the list is not made available to the public. The list must be kept confidential as it will defeat the purpose in applying for an exemption for these vehicles.

Attachments:
List of vehicles (confidential)