



**CITY OF YUMA  
REGULAR CITY COUNCIL MEETING AGENDA  
COUNCIL CHAMBERS – YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
WEDNESDAY, DECEMBER 17, 2014  
5:30 P.M.**

---

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**FINAL CALL** for submission of Speaker Request Forms for agenda related items.

**PRESENTATIONS**

- Recognition of Eagle Scouts

**I. MOTION CONSENT AGENDA**

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

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

- 8. 1.** Regular City Council Meeting July 16, 2014

18. 2. Regular City Council Meeting August 6, 2014

B. Approval of Staff Recommendations:

**Page Item**

1. Executive Sessions may be held at the next regularly scheduled Special Worksession, Regular Worksession and City Council Meeting for personnel, legal, litigation and real estate matters pursuant to A.R.S. § 38-431.03 Section A (1), (3), (4), and (7). (City Attorney)

**25. 2. Liquor License: Val's Drive Thru Liquor**

Approve an Interim Permit/Person Transfer #9 Liquor Store, Liquor License application, submitted by Rivan Saad Nona, agent for Val's Drive Thru Liquor LLC dba Val's Drive Thru Liquor, located at 2500 W. 8th Street, Yuma, Arizona. (LL14-27) (City Administration/City Clerk) (Lynda L. Bushong)

**27. 3. Special Event Liquor License: Silver Spur Rodeo, Inc. - Annual Rodeo Event**

Approve a Special Event Liquor License application submitted by Patrick Lee Collins, on behalf of the Silver Spur Rodeo, Inc., for the annual rodeo event. The event will be held at the Yuma County Fairgrounds located at 2520 E. 32nd Street, on Friday, February 13, 2015 from 9:00 a.m. to 2:00 a.m., Saturday, February 14, 2015 from 9:00 a.m. to 2:00 a.m., and Sunday, February 15, 2015 from 9:00 a.m. to 9:00 p.m. (SP15-02) (City Administration/City Clerk) (Lynda Bushong)

**29. 4. Bingo License: Carefree Village Resort - Class A**

Approve a Class A Bingo License application submitted by Janice Brothers, on behalf of the Carefree Village Resort, located at 3900 Avenue 8 ½ E, Yuma, Arizona. (BL14-01) (City Administration/City Clerk) (Lynda Bushong)

**31. 5. Grant Award: Arizona Companion Animal Spay and Neuter Committee**

Authorize the City Administrator, or his designee, to execute the necessary documents with Arizona Companion Animal Spay and Neuter Committee (ACASNC) to obtain grant funds to support community spay and neuter surgeries. (Police/Animal Control Services) (John Lekan)

**35. 6. Intergovernmental Agreement: Yuma Union High School District No. 70**

Authorize the City Administrator, or his designee, to execute an Intergovernmental Agreement (IGA) with Yuma Union High School District No. 70 for the School Safety Program. (Police/Patrol) (John Lekan)

**48. 7. Intergovernmental Agreement: Arizona National Guard**

Authorize the execution of an Intergovernmental Agreement (IGA) with the Arizona National Guard Det 1, 855 Military Police Company (MPC) for the use of the City of Yuma Public Safety Training Facility. (Police/Support Services) (John Lekan)

**58. 8. Memorandum of Understanding: City of Phoenix Police Department**

Authorize the City Administrator, or his designee, to execute a Memorandum of Understanding (MOU) with the City of Phoenix Police Department (PPD) for use of the National Integrated Ballistic Information Network (NIBIN). (Police/Administration) (John Lekan)

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

M/\_\_\_\_\_ S/\_\_\_\_\_ VV/\_\_\_\_\_

**II. RESOLUTION CONSENT AGENDA**

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

There are no resolutions scheduled for adoption at this time.

**SUGGESTED MOTION: To adopt the RESOLUTION CONSENT AGENDA as recommended:**

M/\_\_\_\_\_ S/\_\_\_\_\_ RV/\_\_\_\_\_

**III. ADOPTION OF ORDINANCES CONSENT AGENDA**

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

**74. A. Ordinance O2014-35 Amendment: Ordinance No. O2013-52 Legal Description**

Approve amending the legal description to the YRMC Ring Road Easement previously adopted as Ordinance No. O2013-52. (City Administration/Right-of-Way)

**79. B. Ordinance O2014-36 Amend Yuma City Code: NFPA 1 Fire Code 2012 adoption with local amendments**

Amend Yuma City Code Chapter 131, Sections 131-15 through 131-19 and adopt by reference NFPA 1 Fire Code 2012, commonly known as National Fire Protection Association 1 Fire Code 2012, including Annexes A, B, D, E and G, and local amendments. (Fire/Community Risk Reduction) (Steve Irr)

**91. C. Ordinance O2014-38 Yuma City Code Amendment: Title 15, Chapter 157, Section of City Code 157-01 (Definitions)**

Amend the Yuma City Code, Title 15, Chapter 15, Section 157-001 to add a definition of "biennial certified audit" and correct the title to Ordinance No. 2012-10 adopted May 2, 2012. (City Attorney)

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

**M/\_\_\_\_\_ S/\_\_\_\_\_ RV/\_\_\_\_\_**

**IV. INTRODUCTION OF ORDINANCES**

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

**95. A. Ordinance O2015-01 Real Property Acquisition: 3401 S. 18th Avenue and 1771 W 34th Street**

ADDITION

Authorize the purchase of two parcels of real property to resolve water drainage issues with the Desert Hills Golf Course. (City Attorney/City Attorney) (Steven W. Moore)

**V. PUBLIC HEARINGS & RELATED ACTIONS**

There are no public hearings scheduled at this time.

**FINAL CALL** for submission of Speaker Request Forms for Call to the Public.

**VI. ANNOUNCEMENTS AND SCHEDULING**

Discussion and possible action on the following items:

1. Announcements:
  - City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City’s representative during the period of December 4, 2014 through December 17, 2014. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
  - City Council report of upcoming meetings.
  - City Council request for agenda items to be placed on future agendas.

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

## **VII. SUMMARY OF CURRENT EVENTS**

This is the City Administrator's opportunity to give notice to the City Council of current events impacting the City. Comments are intended to be informational only and no discussion, deliberation or decision will occur on this item.

## **VIII. CALL TO THE PUBLIC**

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

## **IX. EXECUTIVE SESSION**

An Executive Session may be called during the public meeting for the purpose of receiving legal advice for items on this agenda pursuant to A.R.S. Section 38-431.03 A (3 and/or 4) and the following items:

1. Discussion with City Administrator regarding annual performance review. (A.R.S. 38-431.03 A1)
2. Discussion, consultation with and/or instruction to legal counsel regarding the telecommunication tower erected on the East Main Canal, between 16<sup>th</sup> Street and 24<sup>th</sup> Street. (A.R.S. 38-431.03 A3)
3. Discussion, consultation with and/or instruction to legal counsel, regarding potential lawsuit. (A.R.S. 38-431.03 A3 and A4)
4. Discussion, consultation with and/or instruction to legal counsel, regarding Evangelista claim. (A.R.S. 38-431.03 A3 and A4)

5. Discussion, consultation with and/or instruction to legal counsel, regarding GPLET Lease with Zee Tacos. (A.R.S. 38-431.03 A3 and A4)

### **ADJOURNMENT**

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of Yuma Human Resources Department, One City Plaza, Yuma, Arizona 85364-1436; (928) 373-5125 or TTY (928) 373-5149.

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS, YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**JULY 16, 2014**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the City Council meeting to order at 5:32 p.m.

**INVOCATION/PLEDGE**

**Shawn Scribner**, Pastor of Heritage Baptist Church, gave the invocation. **Jack Dodd**, led the City Council in the Pledge of Allegiance.

**ROLL CALL**

Councilmembers Present: Wright, Knight, Beeson, Thomas, Craft, and Mayor Nicholls  
Councilmembers Absent: McClendon  
Staffmembers Present: City Administrator, Gregory K. Wilkinson  
Principal Planner, Jennifer Albers  
Various Department Heads or their representative  
City Attorney, Steven W. Moore  
Deputy City Clerk, Janet L. Pierson

**FINAL CALL**

**Mayor Nicholls** made a final call for the submission of Speaker Request Forms for agenda related items from members of the audience.

**PRESENTATIONS - NONE**

**I. MOTION CONSENT AGENDA**

**Motion** (Knight/Beeson): To approve the Motion Consent Agenda as recommended. Voice vote: **approved 6-0.**

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

|                              |              |
|------------------------------|--------------|
| Citizen's Forum              | May 20, 2014 |
| Regular Worksession          | May 20, 2014 |
| Regular City Council Meeting | May 21, 2014 |

**B. Approval of Staff Recommendations:**

1. Executive Sessions may be held at the next regularly scheduled Special Worksession, Regular Worksession and City Council Meeting for personnel, legal, litigation and real estate matters pursuant to A.R.S. § 38-431.03 Section A (1), (3), (4), and (7). (Attny)

2. Approve an Interim Permit/Person Transfer #6 Bar, Liquor License application, submitted by Richard Martin Good, agent for Ricky's Other Place, L.L.C. dba Ricky's Other Place, located at 3950 West 24th Street, Yuma, Arizona. (LL14-15) (Admin/Clerk)
3. Approve a New License #7 Beer and Wine Bar, Liquor License application, submitted by Andrea Dahlman Lewkowitz, agent for MCRT Arizona Beverage Management, L.L.C. dba Homewood Suites by Hilton Yuma, located at 1955 E. 16th Street, Yuma, Arizona. (LL14-16) (Admin/Clerk)
4. Authorize the use of a Cooperative Agreement through Strategic Alliance for Volume Expenditures (SAVE) to purchase water treatment chemicals for various departments as needed with an estimated annual expenditure of \$445,950.40 from the following awarded vendors:
  1. Chemtrade Parsippany, New Jersey
  2. Cal-Pacific Carbon L.L.C. Fields Landing, California
  3. Thatcher Company of Arizona Buckeye, Arizona
  4. Environmental Compliance Resources Cheyenne, Wyoming
  5. Hill Brothers Chemical Company Phoenix, Arizona
  6. Charlie Pepper Inc. (DBA SaltWorks) Mesa, AZ
  7. Commercial Pool Repair Scottsdale, Arizona

(Utilities - Bid # 2014-20000222)
5. Authorize the use of a Cooperative Purchase Agreement through National Joint Powers Alliance to purchase two Broom Bear Sweepers at a total cost of \$503,603.66 from: Norwood Equipment, Phoenix, Arizona. (PW/Fleet Svcs - Bid #2015-200000010)
6. Authorize City Administrator to execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, with the responsive, responsible bidder for Integrated Facility Control & Monitoring Systems Installation Services at an estimated annual expenditure of \$250,000.00. Westover Corporation Tempe, Arizona. (ITS/City Wide RFP# 2014-20000200)
7. Authorize the City Administrator and City staff to enter into an agreement with the Arizona Department of Homeland Security for funds for the purchase of equipment in support of the police department's Special Enforcement Team (YPD/Patrol)
8. Approve the preliminary and final plat of the Eagle 20 Subdivision. The property is located at the southwest corner of Avenue C and the Central Canal (36th Street Alignment), Yuma, AZ. (SUBD-6154-2014). (CD/Planning)

## II. RESOLUTION CONSENT AGENDA

**Motion** (Knight/Craft): To adopt the Resolution Consent Agenda as recommended.

**Pierson** displayed the following title(s):

**Resolution R2014-24**

**A resolution of the City Council of the City of Yuma, Arizona, adopting the “YCIPTA Short Range Transit Plan, Final Report, Bus Stop Standards” for use in siting bus stops in the City of Yuma (City Bus Stop Standards) (PW/Eng)**

Roll call vote: **adopted** 5-0-1; Mayor Nicholls declared a conflict of interest due to employment.

**Mayor Nicholls** moved the Public Hearing item, Resolution R2014-23 General Plan Amendment: B-8 Yuma, L.L.C., forward to this point in the meeting.

**V. PUBLIC HEARINGS**

**A. Resolution R2014-23 General Plan Amendment: B-8 Yuma, L.L.C.**

**Mayor Nicholls** opened the public hearing at 6:03 p.m.

**Albers** presented the following information:

- This is a request by B-8 Yuma, LLC for a General Plan use change from high density residential to mixed use for property located at 2545 W. 8<sup>th</sup> Street.
  - The area comprises approximately 8.14 acres.
- The applicant intends to develop a neighborhood market grocery store.
- This site was previously the Sheltering Palms RV Park. At present time, most units have been cleared.
  - There is some remnant equipment and landscaping on the site, but it currently is undeveloped and not being used.
- The property is bordered to the north by the Winter Gardens Mobile Home Park, to the south by Ehrlich’s Date Garden, to the east a number of retail sites and homes, and to the west the Friendly Acres RV Park.
- On June 23<sup>rd</sup> the Planning and Zoning Commission recommended approval for the General Plan change.

Speakers

**Gerald Hunt**, 330 W 24<sup>th</sup> Street, spoke in opposition of Resolution R2014-23. He represents the political action group entitled “No Wal-Mart on 8<sup>th</sup> Street” and advised City Council that the Referendum petitions related to the ordinance regarding this rezoning will be filed tomorrow. **Hunt** asked City Council to review in depth what has transpired to date and what is being presented for approval tonight. If Resolution R2014-23 is adopted tonight because it is a legislative action, City Council can anticipate that another referendum will be filed to challenge this particular procedure.

**Maribelle Carlson**, 2700 W 8<sup>th</sup> Street Space 96, spoke on behalf of Wintergardens Co Op Senior Park board of directors which represents 400 residents. Wintergardens Co Op Senior Park is in support of the zoning change. The residents are very pleased to hear that this land is finally going to be developed. Wal-Mart Cooperation has always been a good neighbor. They try hard to accommodate all the surrounding neighbors. In order to keep property values up in Yuma, we need to encourage developments rather than attempt to stop them from occurring.

**Sean B. Lake**, 1744 S La Vista Drive, Mesa, Arizona, spoke on behalf of Wal-Mart stores and the property owner. Wal-Mart has been an excellent part of this community for over 20 years and we want to continue our relationship with the City of Yuma. The General Plan amendment before City Council is one of the many steps involved in completing the project for a new Wal-Mart Neighborhood Market. **Lake** urged City Council to approve the General Plan amendment to change the land use back to mixed use. Wal-Mart has met with the surrounding neighbors and has made modifications to the original design to accommodate and address concerns by neighbors. The site will be presented to the neighbors tonight. **Lake** also stated that it is believed the store will create several hundred full-time and part-time jobs.

**Motion** (Knight/Thomas): To close the Public Hearing. Voice vote: **approved** 6-0; Public Hearing closed at 6:48 p.m.

**Motion** (Beeson/Thomas): To recess the meeting to Executive Session. Voice vote: **approved** 6-0. The meeting recessed at 6:00 p.m.

**Mayor Nicholls** reconvened the Regular City Council meeting at 6:11 p.m.

**Motion** (Knight/Craft): To adopt the Resolution Consent Agenda as recommended.

**Pierson** displayed the following title(s):

**Resolution R2014-23**

**A resolution of the City Council of the City of Yuma, Arizona, amending Resolution R2012-29, the City of Yuma 2012 General Plan, to change the land use designation from High Density Residential to Mixed Use for approximately 8.14 acres located at 2545 W. 8<sup>th</sup> Street (General Plan Amendment: B-8 Yuma, L.L.C.) (CD/Planning)**

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

**III. ADOPTION OF ORDINANCES CONSENT AGENDA**

**Ordinance O2014-18 Adopt the 2014-2015 Primary Property Tax Levy and Mall Maintenance District Property Tax Levy**

**Wilkinson** stated that this ordinance does not raise taxes. The levy will remain the same with the exception of new construction.

**Motion** (Beeson/Thomas): To adopt Ordinance O2014-18 and Ordinance O2014-19 as recommended.

**Pierson** displayed the following title(s):

**Ordinance O2014-18**

**An ordinance of the City Council of the City of Yuma, Arizona, fixing, levying, and assessing primary property taxes upon property within the City of Yuma subject to taxation, each in a certain sum upon each one hundred dollars (\$100) of valuation, sufficient to raise the amount estimated to be required in the Annual Budget for the Fiscal Year 2014-2015 less the amounts estimated to be received from**

**other sources of revenue and the unencumbered balances from the previous Fiscal Year, providing a General Fund; and fixing, levying, and assessing upon property within the boundaries of the Main Street Mall and Offstreet Parking Maintenance District No. 1 subject to taxation, each in a certain sum upon each one hundred dollars of valuation, sufficient to raise the amount estimated to be required for the operation, maintenance, repair and improvement of the facilities of said district, all for the Fiscal Year ending June 30, 2015**

(Adopt the 2014-2015 Primary Property Tax Levy and Mall Maintenance District Property Tax Levy)  
(Finance/Admin)

#### **Ordinance O2014-19**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, as amended, relating to zoning regulations, providing for changes to the Zoning Code to add automotive repair to the list of permitted principal uses in the Light Industrial (L-I) Zoning District**

(Zoning Code Text Amendment: Automotive Repair in Light Industrial (L-I)) (CD/Planning)

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

#### **Ordinance O2014-20 Zoning Code Text Amendment: Mobile Food Vending**

**Thomsen** presented the following information:

- Staff identified all the public restaurants on 4<sup>th</sup> Avenue between 1<sup>st</sup> Street to 32<sup>nd</sup> Street and mapped 100 feet, 150 feet, or 200 feet distance from a primary entrance of an existing public restaurant.
  - After an analysis of 4<sup>th</sup> Avenue between 16<sup>th</sup> Street to 24<sup>th</sup> Street there are about 15 potential sites for a mobile food vendor to operate.
  - Most restaurants are located on 4<sup>th</sup> Avenue between 24<sup>th</sup> Street and 32<sup>nd</sup> Street.
  - Staff's initial proposal was to allow mobile food vendors to operate 200 feet from the property line of a public restaurant, not including the right-of-way. Essentially this requirement didn't allow for any mobile food vending.
- Other municipalities in Arizona that allow mobile food vending are Mesa, Gilbert, Phoenix, Peoria, Tucson, and Somerton.
  - These municipalities do not have a restaurant distance requirement.
  - Three municipalities do have operating hours along with other requirements.
  - Gilbert does not allow a food truck to be placed for more than 96 consecutive hours in any one place.
  - Tucson was concerned with residential zones and requires 100 feet from any residential use or residential zone.
    - City of Yuma staff has included a residential use buffer to this ordinance.

**Lineberry** outlined the following changes made to Ordinance O2014-20 based on the discussion held during the Regular City Council Worksession on July 15, 2014.

- The definition of 'Food Vending Unit' was refined to clarify that each non-motorized vehicle such as a kiosk, push cart, or trailer attached to truck is considered a separate mobile food vending unit.
- Mobile food vendors can be identified as a Primary Use, an Accessory Use, or an Interim Use in a zoning district. The Interim Use section was added to all zoning districts except in the Planned Shopping Center District. This change will allow property owners to rent their vacant lot to a mobile food vendor.
- The word public was added in front of the word sidewalks.

- Generators and spotlights were added as things that will be prohibited for a mobile food vendor to use. Generators will not be allowed because of the noise they make and the spotlights because they do not meet the City's dark sky ordinance.

**Beeson** requested that staff research the possibility to limit the use of a generator to a decibel reading rather than prohibiting them as a whole. There is a decibel reading application for smart phones that the City can use for enforcement of this requirement. **Lineberry** replied that the section would be reviewed to add language regarding decibel readings.

**Lineberry** continued with the following:

- Mobile Food Vendors will be required to display the owner's permission letter and current business license on site.
- A Food Vending Unit cannot be located within 300 feet of the beginning of a freeway entrance ramp and the ending of a freeway exit ramp.

#### Speakers

**Shane Barthelme**, 1920 W. Allen Street, owner of the Angry Ginger, spoke in support of Ordinance O2014-20. He stated the time limit and bathroom requirements seem to be unrealistic for vendors looking to operate at multiple locations in one day.

**Brant Gordon**, 1951 W. 25<sup>th</sup> Street, Managing Partner of Julieanna's Patio Cafe, spoke in opposition of Ordinance O2014-20. The restaurant business in Yuma has had flat sales for the past several years. The opening of the Yuma Palms Mall, the chain restaurants, and fast food restaurants are contributing factors to the difficulties the brick and mortar restaurants are facing. The ordinance being presented for Mobile Food Vendors is unenforceable because City Code Enforcement Officers do not work during the times that most of these food vendors will operate. Brick and mortar restaurants provide hundreds of jobs in Yuma, support local businesses and pay increasing operating cost. Yuma can't afford for any more of the local independent restaurants to close.

**David Lara** spoke on behalf of several mobile food vendors operating in Yuma County in support of Ordinance O2014-20. About 12 years ago the mobile food vendors operating along 8<sup>th</sup> Street formed a Chamber of Commerce to bring forward the issue of allowing mobile food vendors to operate in Yuma County and the City of Yuma. As a result Yuma County put regulations in place to allow mobile food vendors. One of the requirements the County put in place was that the Health Department would conduct surprise visits at the vendor's location. Although many brick and mortar restaurants have closed throughout the City, mobile food vendors are not to blame. Brick and mortar restaurants offer patrons several accommodations that are not available at mobile food vendor locations, so they are two different types of businesses.

**Francisco Estrada** spoke on behalf of his father Raymond Estrada in support of Ordinance O2014-20. **Estrada** used to own and operate a restaurant and he would take a mobile food truck out to different construction sites. On average the mobile food truck was at each location about 30 minute because most of the food was prepared at the restaurant.

The following motions were made in reference to the changes provided by Lineberry:

**Motion** (Thomas/Beeson): To modify the 90 minute per site per day on the Transient Food Vendor to three hours per site per day. Voice vote: **approved 5-1**; Knight voting Nay.

**Motion** (Beeson/Thomas): To approve Section 1 as amended. Voice vote: **approved 4-2**; Wright and Knight voting Nay.

**Motion** (Craft/Thomas): To approve Section 2 as recommended. Voice vote: **approved 6-0**.

**Motion** (Thomas/Beeson): To approve Section 3 as recommended. Voice vote: **approved 6-0**.

**Motion** (Thomas/Craft): To approve Section 4 as recommended. Voice vote: **approved 4-2**; Wright and Knight voting Nay.

**Motion** (Beeson/Thomas): To approve Section 5 as recommended. Voice vote: **approved 4-2**; Wright and Knight voting Nay.

**Motion** (Beeson/Thomas): To approve Section 6 as recommended. Voice vote: **approved 4-2**; Wright and Knight voting Nay.

**Motion** (Beeson/Thomas): To approve Section 7 and Section 8 as recommended. Voice vote: **approved 4-2**; Wright and Knight voting Nay.

**Motion** (Beeson/Thomas): To add after the word generators in Section 9(B)(d) no louder than 55 decibels at 10 feet.

#### Discussion

**Craft** requested that staff provide examples at the next meeting of how loud 55 decibels would sound.

**Knight** asked if the City will need to purchase specialized equipment to monitor this regulation. **Lineberry** responded that she will be researching the possibility of using a phone application to monitor the decibel readings at a minimal to no cost to the City.

Voice vote: **approved 6-0**.

**Motion** (Craft/Thomas): To change Section 9(A)(1)(e)5 from 100 feet of a customer entrance of a business to 150 feet. Voice vote: **approved 6-0**.

**Motion** (Thomas/Beeson): To approve Section 9 as amended. Voice vote: **approved 6-0**.

**Motion** (Craft/Beeson): To change Section 10(A)(1)(d)5 from 100 feet of a customer entrance of a business to 150. Voice vote: **approved 6-0**.

**Motion** (Beeson/Thomas): To add after the word generators in Section 10(B)(1)(d) no louder than 55 decibels at 10 feet to match the previous section. Voice vote: **approved 6-0**.

**Motion** (Thomas/Beeson): To approve Section 10 as amended. Voice vote: **approved 6-0**.

**Motion** (Beeson/Thomas): To continue Ordinance O2014-20 to the Regular City Council Meeting of August 6, 2014. Voice vote: **approved** 5-1; Knight voting Nay.

**Ordinance O2014-20**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, as amended, relating to zoning regulations, to add definitions for mobile food vending operations, add provisions to allow mobile food vending, and providing penalties for violations thereof**

(Zoning Code Text Amendment: Mobile Food Vending) (CD/Planning)

**Motion** (Craft/Thomas): To adopt Ordinance O2014-21 and Ordinance O2014-22 as recommended.

**Pierson** displayed the following title(s):

**Ordinance O2014-21**

**An ordinance of the City Council of the City of Yuma, Arizona, authorizing and directing that a certain parcel of real property, hereafter described, be acquired by purchase for improving the walking path system and for other public purposes, and authorizing payment therefor, together with costs necessary for the acquisition thereof, and ratifying City staff actions in acquiring the tax lien**

(Ratification: Thacker Canal Acquisition) (Admin)

**Ordinance O2014-22**

**An ordinance of the City Council of the City of Yuma, Arizona, reserving an easement for aesthetic enhancement purposes in a certain portion of City-owned real property, declaring the underlying fee of the aesthetic enhancement easement and certain other City-owned property located at the southeast corner of 16<sup>th</sup> Street and 4<sup>th</sup> Avenue surplus for City use, and authorizing and directing that three other parcels of real property, hereafter described, be acquired by the City of Yuma through an exchange for the City-owned surplus real property, for the reason that the three parcels are required to improve the public roadway and utility infrastructure and other public purposes as may be related thereto, and authorizing payment of certain costs necessary for the acquisition and exchange**

(Real Property Exchange: Yuma Mesa, LLC) (Admin)

Roll call vote: **adopted** 5-0-1; Mayor Nicholls declared a conflict of interest due to employment.

**IV. INTRODUCTION OF ORDINANCES**

**Pierson** displayed the following title(s):

**Ordinance O2014-23**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, as amended, rezoning certain property hereinbefore located in the Low Density Residential (R-1-8) District / Conditional Low Density Residential (R-1-12) District to the Low Density Residential (R-1-20) District and amending the zoning map to conform thereto**

(Rezoning of Properties: Southeast Corner of 36<sup>th</sup> Street and Victoria Way, Yuma, AZ) (CD/Planning)

**Ordinance O2014-24**

**An ordinance of the City Council of the City of Yuma, Arizona, repealing the amendment of O96-44 (i.e. repeal of Ordinance O2003-46) to reflect the correct legal description (Ordinance Repeal: Zoning Ordinance O2003-46) (CD/Planning)**

**FINAL CALL**

**Mayor Nicholls** made a final call for the submission of Speaker Request Forms from members of the audience for the Call to the Public agenda item.

**VI. ANNOUNCEMENTS AND SCHEDULING**

Announcements

City Council reported on the following events:

**Beeson**

- July 4, 2014: Participated in the 53<sup>rd</sup> Annual Independence Day Parade in Engler Estates

**Mayor Nicholls**

- July 4, 2014: Along with Councilmember Wright attended the flag-raising at the Armed Forces Park
- July 17, 2014: Will be traveling to Phoenix to attend the Governor's award ceremony. The City of Yuma was selected as one of the finalist for the award for the Centennial event.

Scheduling

**Motion** (Craft/Thomas): To cancel the Regular Worksession scheduled for August 19, 2014 and reschedule the Regular City Council Meeting scheduled for August 20, 2014 to August 27, 2014. Voice vote: **approved 6-0.**

**VII. SUMMARY OF CURRENT EVENTS**

**Wilkinson** announced the retirement of Jack Dodd, Human Resources Director.

**Wilkinson** announced the following upcoming events:

- July 17-19, 2014: "The Odd Couple" play will be playing at the Historic Yuma Theatre
- July 18, 2014: Teen Dance at the Yuma Civic Center
- July 25, 2014: Tequila Tasting event at the Hills Restaurant
- July 25, 2014: Dedication of art mural at Desert Hills Par 3
- July 25, 2014: Time Capsule dedication at the Yuma County Public Library on Avenue B
- July 25, 2014: Cancer Center dedication at Yuma Regional Medical Center

**VIII. CALL TO THE PUBLIC – NONE**

**IX. EXECUTIVE SESSION/ADJOURNMENT**

There being no further business, **Mayor Nicholls** adjourned the meeting at 8:07 p.m. No Executive Session was held.

---

Lynda L. Bushong, City Clerk

APPROVED:

---

Douglas J. Nicholls, Mayor

DRAFT

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS, YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**AUGUST 6, 2014**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the City Council meeting to order at 5:33 p.m.

**INVOCATION/PLEDGE**

**George Martin**, Pastor of Union Baptist Church, gave the invocation. **Ron Corbin**, led the City Council in the Pledge of Allegiance.

**ROLL CALL**

Councilmembers Present: Wright, Knight, Beeson, McClendon, Thomas, Craft, and Mayor Nicholls  
Councilmembers Absent: none  
Staffmembers Present: City Administrator, Gregory K. Wilkinson  
Associate Planner, Douglas Thomsen  
Director of Community Development, Laurie Lineberry  
Various Department Heads or their representative  
City Attorney, Steven W. Moore  
City Clerk, Lynda L. Bushong

**FINAL CALL**

**Mayor Nicholls** made a final call for the submission of Speaker Request Forms for agenda related items from members of the audience.

**PRESENTATIONS**

- Recognition of donations/volunteer assistance from community businesses, 84 Lumber, Home Depot, and Portable Practical Educational Preparation, Inc. (PPEP) in the Carver Park project.
- Recognition of Archery equipment donation from the Southwest Bow Hunters Club
- Recognition of out-going Board and Commission members
  - Tony Brockington served for 11 years on the Planning and Zoning Commission.
  - Cynthia Leon served for 26 years on the Library Board of Trustees.
  - William Craft served for ten years on the Housing Authority of the City of Yuma (HACY) Board.

**I. MOTION CONSENT AGENDA**

**Motion** (Knight/McClendon): To approve the Motion Consent Agenda as recommended with the exception of agenda item B.6 Final Plan Amendment: Cielo Verde Specific Plan Subdivision. Voice vote: **approved** 7-0.

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

|                     |              |
|---------------------|--------------|
| Citizen's Forum     | June 3, 2014 |
| Regular Worksession | June 3, 2014 |

B. Approval of Staff Recommendations:

1. Executive Sessions may be held at the next regularly scheduled Special Worksession, Regular Worksession and City Council Meeting for personnel, legal, litigation and real estate matters pursuant to A.R.S. § 38-431.03 Section A (1), (3), (4), and (7). (Attny)
2. Approve a New License #10 Beer and Wine Store, Liquor License application, submitted by Randy D. Nations, agent for Yuma Hotel Group II LLC dba SpringHill Suites, located at 1825 E. 18th Street, Yuma, Arizona. (LL14-17) (Admin/Clerk)
3. Award to the lowest responsive/responsible bidders, for Grass Seed, a one-year contract at an estimated cost of \$132,323.50 as needed with the following firms:
  1. Crop Production Services Yuma, AZ
  2. Helena Chemical Co. Phoenix, AZ
  3. Simplot Partners Turf Tempe, AZ
  4. Target Specialty Products Tempe, AZ(P & R - Bid # 2014-20000079)
4. Authorize the purchase of three Automated Side Loader Bodies, by utilizing the cooperative purchase agreement with the City of Tucson, at a total cost of \$367,957.65 to: Arizona Refuse Sales, LLC, Phoenix, Arizona. (PW/ Fleet Services - Bid #2015-20000024)
5. Authorize the execution of an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation regarding the Moving Ahead for Progress in the 21st Century Act. (YPD/Quality Assurance)
6. Approve the amendment to the final plat for the Cielo Verde Specific Plan. The property is located at the southeast corner of 32nd Street and Avenue 8E. The applicant is Bruce Jacobson, on behalf of the Cielo Verde Development Limited Partnership. (SUBD-5372-2014) (CD/Planning)
  - o Approved by separate motion; see below.

**Motion** (Thomas/McClendon): To recess into Executive Session to discuss agenda item B.6 Final Plan Amendment: Cielo Verde Specific Plan Subdivision. Voice vote: **approved** 7-0. The meeting recessed at 5:59 p.m.

**Mayor Nicholls** reconvened the Regular City Council meeting at 6:12 p.m.

**Motion** (Thomas/Beeson): To approve agenda item B.6 of the Motion Consent Agenda as recommended. Voice vote: **approved** 7-0.

## II. RESOLUTION CONSENT AGENDA

**Motion** (Thomas/Knight): To recess into Executive Session. Voice vote: **approved** 6-0-1; Mayor Nicholls declared a potential conflict of interest. The meeting recessed at 6:14p.m.

Beeson reconvened the Regular City Council meeting at 6:20 p.m

**Motion** (Craft/Thomas): To amend Exhibit A of Resolution R2014-26, Yuma Mesa, LLC Real Property Exchange and Development Agreement, in Section 11.5, to insert in the blank space of the first sentence, the number “60” before the word “months”. Voice vote: **approved** 6-0-1; Mayor Nicholls declared a potential conflict of interest.

**Motion** (Craft/McClendon): To amend Exhibit A of Resolution R2014-26, Yuma Mesa, LLC Real Property Exchange and Development Agreement, to change the last WHEREAS clause to read as follows: WHEREAS, as an additional incentive, the City shall (i) credit Owner \$2,334.21 towards the cost of the building permit for Building B (depicted on the Site Plan) and (ii) after an economic and benefits analysis has been performed by a third party selected by the City, the City agrees to provide Owner with additional economic incentives in accordance with Applicable Laws, including but not limited to A.R.S. §9-500.11. Such analysis shall include both Building A and Building B and shall be in an amount supported by the economic and benefits analysis but not to exceed \$100,000.00.

And further more that Exhibit A, Section 11.18 be amended as follows:

11.18 Economic and Redevelopment Incentives. A recognized third party selected by the City shall prepare an economic and benefit analysis report concerning the benefits to the City for both New Building A and New Building B. Upon receipt of a final report satisfactory to the City in its sole and absolute discretion, the City agrees to provide Owner with additional permissible economic incentives in accordance with Applicable Laws, including without limitation, A.R.S. §9-500.11, in an amount supported by the economic and benefits analysis report, but not to exceed \$100,000.00. Additionally, New Building B shall be credited \$2,334.21 towards the cost of the building permit for Building B.

Voice vote: **approved** 6-0-1; Mayor Nicholls declared a potential conflict of interest.

**Motion** (Thomas/McClendon): To adopt Resolution R2014-26, Yuma Mesa, LLC Real Property Exchange and Development Agreement, as amended.

### Discussion

**Knight** expressed concern regarding the Government Property Lease Excise Tax (GPLET). The property in question is probably some of the most lucrative commercial property in the City and it is difficult to accept having to give property tax abatement to develop it. Any business that goes in this property is going to be very profitable. I would like to see City Council postpone the vote until the August 27<sup>th</sup> Regular City Council meeting. This will still give the City enough time to have it done before September 4<sup>th</sup>. I would like the GPLET to be in effect for two years instead of eight years. **Beeson** stated that there is no incentive on that property at this time.

**Bushong** displayed the following title(s):

**Resolution R2014-26**

**A resolution of the City Council of the City of Yuma, Arizona, approving and authorizing the execution of a Development Agreement with Yuma Mesa, LLC for the exchange of real property and redevelopment of the corner pad site, parking lot improvements, new signage and other private property improvements**

(Real Property Exchange and Development Agreement: Yuma Mesa, LLC) (Admin/YCNHA)

Voice vote: **approved** 6-0-1; Mayor Nicholls declared a potential conflict of interest.

**Motion** (Knight/Craft): To adopt the Resolution Consent Agenda, as recommended with the exception of Resolution R2014-26.

**Bushong** displayed the following title(s):

**Resolution R2014-25**

**A resolution of the City Council of the City of Yuma, Arizona, authorizing the execution of a Facilities Maintenance Agreement with the Elks Development Corporation**

(Facilities Maintenance Agreement: Elks Development Corporation) (PW/Eng)

**Resolution R2014-27**

**A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Second Amendment to a Development Agreement with the developer of real property generally located at the northeast corner of Avenue 6E and 48<sup>th</sup> Street**

(Second Amendment: Ocotillo Desert Development, L.L.C. Agreement) (CD/Planning)

**Resolution R2014-28**

**A resolution of the City Council of the City of Yuma, Arizona, authorizing an Amendment to Yuma County Water Users' Association, Valley Division, Yuma Project, Encroachment License No. 001-01-001**

(Amendment: License Agreement with Yuma County Water Users' Association) (PW/Eng)

**Resolution R2014-29**

**A resolution of the City Council of the City of Yuma, Arizona, in support of education in Yuma, Arizona**

(Support Education in Yuma) (Admin)

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

**III. ADOPTION OF ORDINANCES CONSENT AGENDA**

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

**Bushong** displayed the following title(s):

**Ordinance O2014-23**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, as amended, rezoning certain property hereinbefore located in the Low Density Residential (R-1-8) District / Conditional Low Density Residential (R-1-12) District to the Low Density Residential (R-1-20) District and amending the zoning map to conform thereto**  
(Rezoning of Properties: Southeast Corner of 36<sup>th</sup> Street and Victoria Way, Yuma, AZ) (CD/Planning)

**Ordinance O2014-23**

**An ordinance of the City Council of the City of Yuma, Arizona, repealing the amendment of O96-44 (i.e. repeal of Ordinance O2003-46) to reflect the correct legal description**  
(Ordinance Repeal: Zoning Ordinance O2003-) (CD/Planning)

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

**IV. INTRODUCTION OF ORDINANCES**

**Motion** (Knight/McClendon): To amend Ordinance O2014-20, the Zoning Code Text Amendment for Mobile Food Vending, at Section 9, Subsection A.(1)(e)(4) and Section 10, Subsection A.(1)(d)(4) by replacing 100 feet with 125 feet, as the ordinance pertains to the distance a Food Vending Unit shall be located to a residentially zoned property or residential use.

Discussion

**Thomsen** provided the following information:

- A 100 ft residential buffer and 150 ft restaurant buffer limits where a food vendor could locate in the City once you take into account the developed lots that could support a food vendor and the property owners that would actually want a food vendor,.
- Imposing a 150 ft or 200 ft buffer for residential would not be functional.

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

**Motion** (Mayor Nicholls/Beeson): To amend Ordinance O2014-20 Zoning Text Amendment for Mobile Food Vendors at Section 9, Subsection B.(1)(d) and Section 10, Subsection B.(1)(d) by replacing the 55 decibels with 70 decibels at 10 feet as the ordinance pertains to the noise generated by generators at 10 feet.

Discussion

**Lineberry** made note that the proposed amendment will conflict with the current noise ordinance.

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

**Bushong** displayed the following title(s):

**Ordinance O2014-16**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, as amended, Appendix A: Cielo Verde Specific Plan, to remove some ambiguous wording, better organize the permitted uses, and ensure the zoning ordinance text better matches the associated subdivision plat and Development Agreements**

(Zoning Code Text Amendment: Appendix A: Cielo Verde Specific Plan) (CD/Planning)

**Ordinance O2014-20**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, as amended, relating to zoning regulations, to add definitions for mobile food vending operations, add provisions to allow mobile food vending, and providing penalties for violations thereof**

(Zoning Code Text Amendment: Mobile Food Vending) (CD/Planning)

**V. PUBLIC HEARINGS – NONE**

**FINAL CALL**

**Mayor Nicholls** made a final call for the submission of Speaker Request Forms from members of the audience for the Call to the Public agenda item.

**VI. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING**

Appointment

**Motion** (Craft/Beeson): To appoint Ron Corbin to the Yuma Area Benefit Consortium (YABC) Trust, to the Yuma Fire Public Safety Board with a term expiration of December 31, 2015 and to the Yuma Public Safety Police Board with a term expiration of December 31, 2015. Voice vote: **approved** 7-0.

Announcements

Councilmembers Wright, Thomas, McClendon, Knight and Mayor Nicholls reported on several events they attended.

Scheduling

**Wright** requested that an update from GYEDC be placed on a future agenda.

**Motion** (Thomas/Wright): To schedule a Special Worksession/Roundtable to be held in City Hall Conference Room #190 on Thursday, September 4, 2014, at 5:30 p.m. Voice vote: **approved** 7-0.

**VII. SUMMARY OF CURRENT EVENTS**

**Wilkinson** announced various upcoming events, and further stated that the Yuma Police Department's Substation will be featured on the cover of Metal Architecture Magazine.

**VIII. CALL TO THE PUBLIC**

**Gene Dalbey**, 1183 W 32<sup>nd</sup> Street, provided City Council with an update of upcoming bicycle events and bicycle issue around the area. He also stated that May is the National Bike Month and suggested that the City could look into installing bicycle racks and displaying them as City art. The Yuma Regional Bicycle and Pedestrian Advisory Committee is moving forward. The bylaws have been formulated and drafted.

**IX. EXECUTIVE SESSION/ADJOURNMENT**

There being no further business, **Mayor Nicholls** adjourned the meeting at 7:14 p.m. No Executive Session was held.

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls, Mayor

DRAFT



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014  
**DEPARTMENT:** City Administration  
**DIVISION:** City Clerk

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

**TITLE:**  
 Liquor License: Val's Drive Thru Liquor

**SUMMARY RECOMMENDATION:**

Approve an Interim Permit/Person Transfer #9 Liquor Store, Liquor License application, submitted by Rivan Saad Nona, agent for Val's Drive Thru Liquor LLC dba Val's Drive Thru Liquor, located at 2500 W. 8<sup>th</sup> Street, Yuma, Arizona. (LL14-27)

**REPORT:**

*Clerk Note: This Liquor License was continued from the November 19, 2014, Regular City Council Meeting by Motion of the City Council.*

Rivan Saad Nona, agent for Val's Drive Thru Liquor LLC dba Val's Drive Thru Liquor, located at 2500 West 8<sup>th</sup> Street, Yuma, Arizona, has applied for an Interim Permit/Person Transfer of a #9 Liquor Store Liquor License. The License is being transferred from Vallee Boyed Poland, agent for Val's Drive-in Liquor, Inc.

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

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

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

|                        |  |                            |   |        |
|------------------------|--|----------------------------|---|--------|
| FISCAL REQUIREMENTS    | CITY FUNDS:  | \$0.00                     | BUDGETED:   | \$0.00 |
|                        | STATE FUNDS:   | \$0.00                     | AVAILABLE TO TRANSFER:  | \$0.00 |
|                        | FEDERAL FUNDS:   | \$0.00                     | IN CONTINGENCY:   | \$0.00 |
|                        | OTHER SOURCES:   | \$0.00<br>\$0.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |        |
|                        | TOTAL:   | \$0.00                     |   |        |
|                        | FISCAL IMPACT STATEMENT:<br>Application Fee \$250.00   |                            |   |        |
| ADDITIONAL INFORMATION | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1. Interim Permit/Person Transfer #9 Liq Store Liquor License Application<br>2.<br>3.<br>4.<br>5.  |                            |   |        |
|                        | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input checked="" type="checkbox"/> Department<br><input checked="" type="checkbox"/> City Clerk's Office<br><input type="checkbox"/> Document to be recorded |                            |   |        |
| SIGNATURES             | CITY ADMINISTRATOR:  |                            | DATE:   |        |
|                        | Gregory K. Wilkinson   |                            | 11/12/2014  |        |
|                        | REVIEWED BY CITY ATTORNEY:   |                            | DATE:   |        |
|                        | Richard W. Files for Steven W. Moore   |                            | 11/12/2014  |        |
|                        | RECOMMENDED BY (DEPT/DIV HEAD):  |                            | DATE:   |        |
| Lynda L. Bushong       |  | 11/3/2014                  |   |        |
| WRITTEN/SUBMITTED BY:  |  | DATE:                      |   |        |
| Jasmin Rodriguez       |  | 11/3/2014                  |   |        |



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** City Administration

**DIVISION:** City Clerk

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

**TITLE:**  
Special Event Liquor License: Silver Spur Rodeo, Inc. - Annual Rodeo Event

**SUMMARY RECOMMENDATION:**

Approve a Special Event Liquor License application submitted by Patrick Lee Collins, on behalf of the Silver Spur Rodeo, Inc., for the annual rodeo event. The event will be held at the Yuma County Fairgrounds located at 2520 E. 32nd Street, on Friday, February 13, 2015 from 9:00 a.m. to 2:00 a.m., Saturday, February 14, 2015 from 9:00 a.m. to 2:00 a.m., and Sunday, February 15, 2015 from 9:00 a.m. to 9:00 p.m. (SP15-02)

**REPORT:**

Patrick Lee Collins, on behalf of the Silver Spur Rodeo, Inc., has applied for a Special Event Liquor License for the annual rodeo event. The event will be held at the Yuma County Fairgrounds located at 2520 E. 32nd Street on Friday, February 13, 2015 from 9:00 a.m. to 2:00 a.m., Saturday, February 14, 2015 from 9:00 a.m. to 2:00 a.m., and Sunday, February 15, 2015 from 9:00 a.m. to 9:00 p.m.

As per State liquor license requirements, Yuma County Fair, Inc. has agreed to suspend the liquor license that covers the Yuma County Fairgrounds on the date and times listed above.

The application has been submitted to Community Development, the Police Department, the Fire Department, Risk Management, and City Engineering (Traffic) for review. No objections have been received.

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

|                        |  |                            |   |        |
|------------------------|--|----------------------------|---|--------|
| FISCAL REQUIREMENTS    | CITY FUNDS:  | \$0.00                     | BUDGETED:   | \$0.00 |
|                        | STATE FUNDS:   | \$0.00                     | AVAILABLE TO TRANSFER:  | \$0.00 |
|                        | FEDERAL FUNDS:   | \$0.00                     | IN CONTINGENCY:   | \$0.00 |
|                        | OTHER SOURCES:   | \$0.00<br>\$0.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |        |
|                        | TOTAL:   | \$0.00                     |   |        |
|                        | FISCAL IMPACT STATEMENT:<br>Application fee revenue: \$20.00   |                            |   |        |
| ADDITIONAL INFORMATION | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1. Special Event Liquor License application<br>2.<br>3.<br>4.<br>5.  |                            |   |        |
|                        | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input checked="" type="checkbox"/> Department<br><input checked="" type="checkbox"/> City Clerk's Office<br><input type="checkbox"/> Document to be recorded |                            |   |        |
| SIGNATURES             | CITY ADMINISTRATOR:  |                            | DATE:   |        |
|                        | Gregory K. Wilkinson   |                            | 12/9/2014   |        |
|                        | REVIEWED BY CITY ATTORNEY:   |                            | DATE:   |        |
|                        | Richard W. Files for Steven W. Moore   |                            | 12/8/2014   |        |
|                        | RECOMMENDED BY (DEPT/DIV HEAD):  |                            | DATE:   |        |
| Lynda Bushong          |  | 12/2/2014                  |   |        |
| WRITTEN/SUBMITTED BY:  |  | DATE:                      |   |        |
| Jasmin Rodriguez       |  | 12/1/2014                  |   |        |



**City of YUMA**

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** City Administration

**DIVISION:** City Clerk

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

**TITLE:**  
Bingo License: Carefree Village Resort - Class A

**SUMMARY RECOMMENDATION:**

Approve a Class A Bingo License application submitted by Janice Brothers, on behalf of the Carefree Village Resort, located at 3900 Avenue 8 ½ E, Yuma, Arizona. (BL14-01)

**REPORT:**

Janice Brothers, on behalf of the Carefree Village Resort, located at 3900 Avenue 8 ½ E, Yuma, Arizona, has applied for a Class A Bingo License. This class of bingo license applies to gaming that does not gross more than \$15,600.00 annually.

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

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

|                        |  |                            |   |        |
|------------------------|--|----------------------------|---|--------|
| FISCAL REQUIREMENTS    | CITY FUNDS:  | \$0.00                     | BUDGETED:   | \$0.00 |
|                        | STATE FUNDS:   | \$0.00                     | AVAILABLE TO TRANSFER:  | \$0.00 |
|                        | FEDERAL FUNDS:   | \$0.00                     | IN CONTINGENCY:   | \$0.00 |
|                        | OTHER SOURCES:   | \$0.00<br>\$0.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |        |
|                        | TOTAL:   | \$0.00                     |   |        |
|                        | FISCAL IMPACT STATEMENT:<br>Application Fee Revenue: \$5.00  |                            |   |        |
| ADDITIONAL INFORMATION | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1. Class A Bingo License Application<br>2.<br>3.<br>4.<br>5.   |                            |   |        |
|                        | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input checked="" type="checkbox"/> Department<br><input checked="" type="checkbox"/> City Clerk's Office<br><input type="checkbox"/> Document to be recorded |                            |   |        |
| SIGNATURES             | CITY ADMINISTRATOR:  |                            | DATE:   |        |
|                        | Gregory K. Wilkinson   |                            | 12/9/2014   |        |
|                        | REVIEWED BY CITY ATTORNEY:   |                            | DATE:   |        |
|                        | Richard W. Files for Steven W. Moore   |                            | 12/8/2014   |        |
|                        | RECOMMENDED BY (DEPT/DIV HEAD):  |                            | DATE:   |        |
| Lynda Bushong          |  | 12/2/2014                  |   |        |
| WRITTEN/SUBMITTED BY:  |  | DATE:                      |   |        |
| Jasmin Rodriguez       |  | 12/1/2014                  |   |        |



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** Police

**DIVISION:** Animal Control Services

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

**TITLE:**  
Grant Award: Arizona Companion Animal Spay and Neuter Committee

**SUMMARY RECOMMENDATION:**  
Authorize the City Administrator, or his designee, to execute the necessary documents with Arizona Companion Animal Spay and Neuter Committee (ACASNC) to obtain grant funds to support community spay and neuter surgeries.

**REPORT:**  
YPD's Animal Control Services unit (Animal Control) is tasked with decreasing the number of stray animals in the community. The ACASNC has awarded funds to Animal Control to spay or neuter approximately 145 domesticated and feral animals.

The funds will allow Animal Control to direct \$5,000.00 to the Yuma County Humane Society and \$3,000.00 to the "Feline Friends," a local community feral cat spay/neuter program, to increase spay and neuter efforts in the community. Animal Control will issue vouchers to the Yuma County Humane Society and/or the Feline Friends when either entity renders spay or neuter services. Animal Control will use the grant funds to pay the authorized fees.

All funds must be expended by August 15, 2015, and any unspent funds must be returned with a final follow-up report.

By adopting this Motion, the Mayor and City Council authorize the City Administrator, or his designee, to execute the necessary paperwork to obtain grant funding from ACASNC.

|   |  |                                    |   |           |
|---|--|------------------------------------|---|-----------|
| FISCAL REQUIREMENTS   | CITY FUNDS:  | \$0.00                             | BUDGETED:   | \$0.00    |
|   | STATE FUNDS:   | \$0.00                             | AVAILABLE TO TRANSFER:  | \$0.00    |
|   | FEDERAL FUNDS:   | \$0.00                             | IN CONTINGENCY:   | \$0.00    |
|   | OTHER SOURCES:   | \$5,000.00<br>\$3,000.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |           |
|   | TOTAL:   | \$8,000.00                         |   |           |
|   | FISCAL IMPACT STATEMENT:   |                                    |   |           |
|   |  |                                    |   |           |
| ADDITIONAL INFORMATION  | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: |                                    |   |           |
|   | 1.<br>2.<br>3.<br>4.<br>5.   |                                    |   |           |
| IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? |  |                                    |   |           |
| <input checked="" type="checkbox"/> Department<br><input type="checkbox"/> City Clerk's Office  |  |                                    |   |           |
| SIGNATURES  | CITY ADMINISTRATOR:  |                                    |   | DATE:     |
|   | Gregory K. Wilkinson   |                                    |   | 12/9/2014 |
|   | REVIEWED BY CITY ATTORNEY:   |                                    |   | DATE:     |
|   | Richard W. Files for Steven W. Moore   |                                    |   | 12/8/2014 |
|   | RECOMMENDED BY (DEPT/DIV HEAD):  |                                    |   | DATE:     |
| John Lekan  |  |                                    | 12/1/2014   |           |
| WRITTEN/SUBMITTED BY:   |  |                                    | DATE:   |           |
| L.Y. Culp   |  |                                    | 10/17/2014  |           |

ARIZONA COMPANION ANIMAL SPAY/NEUTER COMMITTEE  
P O BOX 6772  
PHOENIX, AZ 85005

September 23, 2014

John Allen  
Yuma Police Animal Control  
1500 S 1st Ave  
Yuma, AZ 85364

Dear Humane Agency:

The Arizona Companion Animal Spay/Neuter Committee has reviewed all grant applications. Thirty (30) agencies and organizations with a total of thirty-three (33) programs will benefit from the \$243,400 disbursed for the 2014-2015 Grant period. You have been selected to receive grant funds restricted to increasing spay and neuter efforts in your community in the amount of \$5,000 for the Public program. These funds must be used for spay/neuter surgeries only.

These grant funds were made available from the support and sales of the Arizona Companion Animal Spay and Neuter Pet Friendly License Plates. As such, we ask you to promote the Spay and Neuter License Plates through newsletters, websites, and media events. We encourage you and your staff to purchase the plates for your vehicles, too.

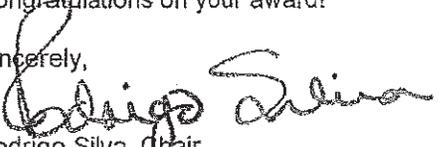
The first report of grant expenditures must be post-marked no later than May 30, 2015 or within thirty (30) days of full expenditure, whichever comes first. All funds must be expended by August 15, 2015. A final follow up report must be post-marked by August 15, 2015 and all unspent grant dollars must be returned with your final report.

When reporting, please include copies of your license plate promotional materials and a copy of your voucher/coupon, if any. Also include your detailed expense and animal data reports separating the Spay and Neuter Pet Friendly License Plate Grants funds from additional funds and activities (co-pays, agency funded, donor funded). A reporting worksheet is enclosed for your convenience.

The Arizona Companion Animal Spay/Neuter Committee will be placing your contact person information on the AZPETPLATES.ORG web site as agreed at the time of application. The information you provided on your application will be used unless you prefer to provide us with a different contact person. Your organization/agency name, website address, street address, contact person name, telephone number, and email address may also be posted on the website. Please send any updates to [kdickey@mail.maricopa.gov](mailto:kdickey@mail.maricopa.gov).

Congratulations on your award!

Sincerely,

  
Rodrigo Silva, Chair  
Arizona Companion Animal Spay/Neuter Committee

Enclosure (1)

ARIZONA COMPANION ANIMAL SPAY/NEUTER COMMITTEE  
P O BOX 6772  
PHOENIX, AZ 85005

September 23, 2014

John Allen  
Yuma Police Animal Control  
1500 S 1st Ave  
Yuma, AZ 85364

Dear Humane Agency:

The Arizona Companion Animal Spay/Neuter Committee has reviewed all grant applications. Thirty (30) agencies and organizations with a total of thirty-three (33) programs will benefit from the \$243,400 disbursed for the 2014-2015 Grant period. You have been selected to receive grant funds restricted to increasing spay and neuter efforts in your community in the amount of \$3,000 for the Feral program. **These funds must be used for spay/neuter surgeries only.**

These grant funds were made available from the support and sales of the Arizona Companion Animal Spay and Neuter Pet Friendly License Plates. As such, we ask you to promote the Spay and Neuter License Plates through newsletters, websites, and media events. We encourage you and your staff to purchase the plates for your vehicles, too.

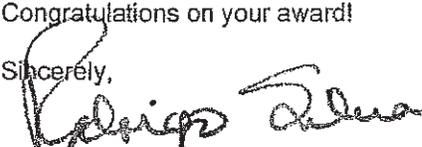
The first report of grant expenditures must be post-marked no later than May 30, 2015 or within thirty (30) days of full expenditure, whichever comes first. All funds must be expended by August 15, 2015. A final follow up report must be post-marked by August 15, 2015 and all unspent grant dollars must be returned with your final report.

When reporting, please include copies of your license plate promotional materials and a copy of your voucher/coupon, if any. Also include your detailed expense and animal data reports separating the Spay and Neuter Pet Friendly License Plate Grants funds from additional funds and activities (co-pays, agency funded, donor funded). A reporting worksheet is enclosed for your convenience.

The Arizona Companion Animal Spay/Neuter Committee will be placing your contact person information on the AZPETPLATES.ORG web site as agreed at the time of application. The information you provided on your application will be used unless you prefer to provide us with a different contact person. Your organization/agency name, website address, street address, contact person name, telephone number, and email address may also be posted on the website. Please send any updates to [kdickey@mail.maricopa.gov](mailto:kdickey@mail.maricopa.gov).

Congratulations on your award!

Sincerely,

  
Rodrigo Silva, Chair  
Arizona Companion Animal Spay/Neuter Committee

Enclosure (1)



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** Police

**DIVISION:** Patrol

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

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

**SUMMARY RECOMMENDATION:**  
Authorize the City Administrator, or his designee, to execute an Intergovernmental Agreement (IGA) with Yuma Union High School District No. 70 for the School Safety Program.

**REPORT:**  
The City of Yuma Police Department (YPD) has been providing School Resource Officers to the Yuma Union High School District No. 70 (District) for over 20 years. A School Resource Officer serves as a law-enforcement officer and supports the School Safety Program by establishing and maintaining a safe environment.

This IGA will continue to allow YPD to assign four, full-time School Resource Officers to the District, one each at Yuma High School, Kofa High School, Cibola High School, and Gila Ridge High School. Under this IGA, the District funding shall reimburse the City for the four assigned officers' (i) ten month full-time salaries, (ii) school related overtime expenses and (iii) employee-related expenses. When school is not in session, the assigned officers will return to YPD for assignment.

The IGA terminates on June 30, 2017. The District has budgeted up to \$301,289.90 for this program for the 2014-2015 fiscal year. A projected budget for each position will be submitted annually to the District before June 30 of each subsequent fiscal year.

By adopting this motion, the Mayor and City Council authorize the City Administrator, or his designee, to execute the IGA to obtain grant funding for YPD.

|                        |   |                            |   |        |
|------------------------|---|----------------------------|---|--------|
| FISCAL REQUIREMENTS    | CITY FUNDS:   | \$0.00                     | BUDGETED:   | \$0.00 |
|                        | STATE FUNDS:  | \$301,289.90               | AVAILABLE TO TRANSFER:  | \$0.00 |
|                        | FEDERAL FUNDS:  | \$0.00                     | IN CONTINGENCY:   | \$0.00 |
|                        | OTHER SOURCES:  | \$0.00<br>\$0.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |        |
|                        | TOTAL:  | \$301,289.90               |   |        |
|                        | <b>FISCAL IMPACT STATEMENT:</b><br>This is a grant funded program. For the 2014-2015 10-month grant cycle, Yuma Union High School District agrees to pay the City of Yuma up to \$301,289.90 for salary and benefits for the assigned School Resource Officers.   |                            |   |        |
| ADDITIONAL INFORMATION | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1.<br>2.<br>3.<br>4.<br>5.  |                            |   |        |
|                        | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input checked="" type="checkbox"/> Department<br><input type="checkbox"/> City Clerk's Office |                            |   |        |
| SIGNATURES             | CITY ADMINISTRATOR:   |                            | DATE:   |        |
|                        | Gregory K. Wilkinson  |                            | 12/9/2014   |        |
|                        | REVIEWED BY CITY ATTORNEY:  |                            | DATE:   |        |
|                        | Richard W. Files for Steven W. Moore  |                            | 12/8/2014   |        |
|                        | RECOMMENDED BY (DEPT/DIV HEAD):   |                            | DATE:   |        |
| John Lekan             |   | 11/26/2014                 |   |        |
| WRITTEN/SUBMITTED BY:  |   |                            | DATE:   |        |

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**YUMA UNION HIGH SCHOOL DISTRICT NO. 70**

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

**AND**

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

**2014-2017**

## **INTERGOVERNMENTAL AGREEMENT FOR SCHOOL SAFETY PROGRAM**

This INTERGOVERNMENTAL AGREEMENT (Agreement) for a School Safety Program is entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between the YUMA UNION HIGH SCHOOL DISTRICT NO. 70 (District) (Yuma High School, Kofa High School, Cibola High School and Gila Ridge High School) and the City of Yuma through the Yuma Police Department (Y.P.D.) each of which is a public agency of the State of Arizona as that term is defined A.R.S. § 11-951.

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

The District and Y.P.D. desire to work in cooperation with one another to further the goals of the approved "Safe Schools Program" and shall accept the roles and responsibilities as established in the School Safety Program guidelines. Y.P.D. through this Agreement will assign 4 Police Officer(s) for 10-month positions to the District to perform the services listed in Paragraph 4 herein. Therefore, in consideration of the mutual promises and undertakings contained herein, the parties hereby agree as follows:

### **1. DURATION OF AGREEMENT**

This Agreement shall begin on the 1st day of JULY 2014, and shall terminate on the 30th day of June 2017, provided the District approves funding annually through fiscal year 2016/2017. The Agreement shall be filed with the County Recorder of Yuma County, Arizona.

### **2. RECOMMENDED QUALIFICATIONS OF OFFICER (S)**

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

- Desire to work with students, parents and educators.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.

- Ability to effectively interact and communicate with diverse set of individuals.
- Supportive of and committed to, the philosophy of the School Safety Program.
- Willingness to maintain LRE programs to meet the needs of the students.
- Member of a law enforcement agency.
- AZPOST certified general instructor.
- Commitment to the School Safety Program

### **3. SELECTION PROCESS**

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

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

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

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

### **4. SERVICES TO BE PERFORMED**

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

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

- The officer(s) is, a sworn law-enforcement officer. When necessary the officer(s) have the authority to intervene as a law-enforcement officer. No District/site administrator shall interfere with the duties of the law enforcement officer. Once order is restored, however, the officer's role as law-enforcement educator and role model is the more typical day-to-day role.

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

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

The officer(s) will be assigned to the district for a 10-month period. During summer break and intersession the officer(s) will return to the Yuma Police Department for assignment.

## **6. OFFICER TRAINING**

New officers will be required to attend the basic School Resource Officer academy and all other officers are encouraged to continue the development of their skills by annually attending advanced academies such as AZSROA or NASRO, provided the training is within 300 miles of Yuma, AZ. Attendance at training will be mutually agreed to prior to registration.

## **7. PERFORMANCE EVALUATION**

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

### Recommended Evaluation Factors

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

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

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

## **8. FINANCE AND BUDGET**

The Y.P.D. and District will mutually agree to the terms of reimbursement. Upon the District's receipt of funding for each fiscal year, the monies will be budgeted and allocated as follows:

**A. District Payment to Y.P.D.**

District will pay up to the budgeted amount for each position as per the budget schedule contained in Attachment A. Attachment A will be submitted annually to the District before June 30<sup>th</sup>. Attachment A shall reflect the amounts due for salaries, employee related expenses, and up to fifty (50) hours of Overtime pay per school year. Attachment A shall also include an amount for additional overtime hours, designated as contingent upon annual approval under the Perkins grant.

**B. Payment Terms**

District will remit quarterly payments to the Yuma Police Department (City of Yuma) totaling the amount reflected in Attachment A. As noted above in Section 8(A), the District will pay the Y.P.D. for salaries, expenses, and fifty (50) hours overtime. An additional amount for overtime in excess of the fifty (50) hours will be paid each year, contingent on annual approval of funding for the purpose of teaching law enforcement classes in the Perkins grant.

**9. FUND ACCOUNTING**

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

Funds unencumbered as of June 30, , and unexpended as of July 31, shall be transmitted to the District within 30 days. .

In the event that this Agreement is terminated prior to June 30, 2017, all unexpended funds in the possession of the City of Yuma shall be returned to the District within thirty (30) days of such termination.

**10. REPORTING AND RECORDS**

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

under his supervision, except as is necessary in the performance of the officer's duties as described herein.

## **11. MODIFICATION AND TERMINATION**

### **A. Termination**

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

### **B. Modification**

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

## **12. EMPLOYMENT STATUS OF OFFICER (S)**

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

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

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

All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the

laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation.

### **13. ENTIRE AGREEMENT**

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

### **14. INVALIDITY OF PART OF THE AGREEMENT**

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

### **15. GOVERNING LAW**

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

### **16. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

### **17. DISPUTE RESOLUTION NOTICE**

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

**18. CONFLICT OF INTEREST**

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

**19. SCRUTINIZED BUSINESS OPERATIONS**

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

**20. COMPLIANCE WITH IMMIGRATION LAW**

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

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

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

Dated: Oct. 8, 2014

Dated: \_\_\_\_\_

By: Joni Bulawa

By: \_\_\_\_\_  
Greg Wilkinson

Title: Superintendent

Title: Administrator, City of Yuma

**Site Administrator**

**Agency: Yuma Police Department**

Dated: Oct. 8, 2014

Dated: \_\_\_\_\_

By: John Shulchah

By: \_\_\_\_\_  
John Lekan

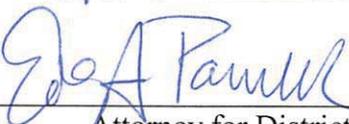
Title: Associate Superintendent

Title: Chief of Police

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

**APPROVED AS TO FORM:**

This 14 day of October, 2014

  
\_\_\_\_\_  
Attorney for District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven W. Moore, City Attorney

**ATTEST:**

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

ATTACHMENT "A"

SCHOOL RESOURCE OFFICER  
 SECURITY WORK FOR YUMA UNION HIGH SCHOOL DISTRICT: CIBOLA, KOFA, AND YUMA

PROJECTION FOR FY 14/15

| EMPLOYEE NAME           | HOURS WORKED   | RATE OF PAY | WAGES 10-11       | TOTAL WAGES       | PENSION 10-33    | FICA 10-31       | W/C 10-35        | MEDICARE 10-32  | MEDICAL INS. 10-34 | TOTAL ERE         | TOTAL                    |
|-------------------------|----------------|-------------|-------------------|-------------------|------------------|------------------|------------------|-----------------|--------------------|-------------------|--------------------------|
| <b>Kevin Caylor</b>     | 1600.00        | 28.8180     | 46,108.80         | 46,108.80         | 14,556.55        | 2,858.75         | 2,609.76         | 668.58          | 6,461.52           | 27,155.16         | 73,263.96                |
| OT                      | 50.00          | 43.2270     | 2,161.35          | 2,161.35          | 682.34           | 134.00           | 122.33           | 31.34           | 0.00               | 970.01            | 3,131.36                 |
| YUMA HIGH SCHOOL        |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,360.00 HEALTH          |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 101.52 LIFE              |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,461.52                 |
|                         | <b>1650.00</b> |             | <b>48,270.15</b>  | <b>48,270.15</b>  | <b>15,238.89</b> | <b>2,992.75</b>  | <b>2,732.09</b>  | <b>699.92</b>   | <b>6,461.52</b>    | <b>28,125.17</b>  | <b>76,395.32</b>         |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | <u><u>76,395.32</u></u>  |
| <b>Ernesto Mosqueda</b> | 1600.00        | 25.9212     | 41,473.92         | 41,473.92         | 13,093.32        | 2,571.38         | 2,347.42         | 601.37          | 6,450.72           | 25,064.21         | 66,538.13                |
| OT                      | 50.00          | 38.8818     | 1,944.09          | 1,944.09          | 613.75           | 120.53           | 110.04           | 28.19           | 0.00               | 872.51            | 2,816.60                 |
| KOFA HIGH SCHOOL        |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,360.00 HEALTH          |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 90.72 LIFE               |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,450.72                 |
|                         | <b>1650.00</b> |             | <b>43,418.01</b>  | <b>43,418.01</b>  | <b>13,707.07</b> | <b>2,691.91</b>  | <b>2,457.46</b>  | <b>629.56</b>   | <b>6,450.72</b>    | <b>25,936.72</b>  | <b>69,354.73</b>         |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | <u><u>69,354.73</u></u>  |
| <b>Erick Resendiz</b>   | 1600.00        | 31.0523     | 49,683.68         | 49,683.68         | 15,685.14        | 3,080.39         | 2,812.10         | 720.41          | 6,468.00           | 28,766.04         | 78,449.72                |
| OT                      | 50.00          | 46.5785     | 2,328.92          | 2,328.92          | 735.24           | 144.39           | 131.82           | 33.77           | 0.00               | 1,045.22          | 3,374.14                 |
| CIBOLA HIGH SCHOOL      |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,360.00 HEALTH          |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 108.00 LIFE              |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,468.00                 |
|                         | <b>1650.00</b> |             | <b>52,012.60</b>  | <b>52,012.60</b>  | <b>16,420.38</b> | <b>3,224.78</b>  | <b>2,943.92</b>  | <b>754.18</b>   | <b>6,468.00</b>    | <b>29,811.26</b>  | <b>81,823.86</b>         |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | <u><u>81,823.86</u></u>  |
| <b>Benjamin Olivas</b>  | 1600.00        | 27.7157     | 44,345.12         | 44,345.12         | 13,999.75        | 2,749.40         | 2,509.93         | 643.00          | 6,457.20           | 26,359.28         | 70,704.40                |
| OT                      | 50.00          | 41.5736     | 2,078.68          | 2,078.68          | 656.24           | 128.88           | 117.65           | 30.14           | 0.00               | 932.91            | 3,011.59                 |
| GILA RIDGE HIGH SCHOOL  |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,360.00 HEALTH          |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 97.20 LIFE               |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | 6,457.20                 |
|                         | <b>1650.00</b> |             | <b>46,423.80</b>  | <b>46,423.80</b>  | <b>14,655.99</b> | <b>2,878.28</b>  | <b>2,627.58</b>  | <b>673.14</b>   | <b>6,457.20</b>    | <b>27,292.19</b>  | <b>73,715.99</b>         |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | <u><u>73,715.99</u></u>  |
| <b>TOTAL</b>            |                |             | <b>190,124.56</b> | <b>190,124.56</b> | <b>60,022.33</b> | <b>11,787.72</b> | <b>10,761.05</b> | <b>2,756.80</b> | <b>25,837.44</b>   | <b>111,165.34</b> | <b>301,289.90</b>        |
|                         |                |             |                   |                   |                  |                  |                  |                 |                    |                   | <u><u>301,289.90</u></u> |



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014  
**DEPARTMENT:** Police  
**DIVISION:** Support Services

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

**TITLE:**  
Intergovernmental Agreement: Arizona National Guard

**SUMMARY RECOMMENDATION:**  
Authorize the execution of an Intergovernmental Agreement (IGA) with the Arizona National Guard Det 1, 855 Military Police Company (MPC) for the use of the City of Yuma Public Safety Training Facility.

**REPORT:**  
The MPC requests to enter into an IGA with the City of Yuma, through the Police Department, to allow MPC personnel to use the City's Public Safety Training Facility. As a User Agency, the MPC would be permitted to use the facility for training of sworn law enforcement officers, civilian personnel, and for other appropriate activities in accordance with the City's established schedule of fees for use of the facility.

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

|   |  |  |  |  |
|---|--|--|--|--|
| ADDITIONAL INFORMATION  | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: |  |  |  |
|   | <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol>                 |  |  |  |
| IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? |  |  |  |  |
| <input type="checkbox"/> Department<br><input type="checkbox"/> City Clerk's Office   |  |  |  |  |

|                       |                                      |           |
|-----------------------|--------------------------------------|-----------|
| SIGNATURES            | CITY ADMINISTRATOR:                  | DATE:     |
|                       | Gregory K. Wilkinson                 | 12/9/2014 |
|                       | REVIEWED BY CITY ATTORNEY:           | DATE:     |
|                       | Richard W. Files for Steven W. Moore | 12/8/2014 |
|                       | RECOMMENDED BY (DEPT/DIV HEAD):      | DATE:     |
| John Lekan            | 12/1/2014                            |           |
| WRITTEN/SUBMITTED BY: | DATE:                                |           |
| R. B. Hamilton        | 12/1/2014                            |           |

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

**This Intergovernmental Agreement** with an effective date of 23 October, 2014 by and between the City of Yuma, (hereinafter the "City") and Det 1, 855th Military Police Company, (hereinafter the "User Agency").

**I. PURPOSE**

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

**II. USE OF THE PSTF**

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

**III. AUTHORITY**

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

**IV. DURATION, RENEWAL AND TERMINATION**

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

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

**V. USE FEES AND OTHER CHARGES**

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

Agreement. Use fees and other charges as provided herein shall be due and payable upon receipt by the User Agency of the City's written invoice itemizing said fees and charges.

#### **VI. EQUIPMENT REQUIREMENTS**

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

#### **VII. SUPERVISION AND CONTROL**

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

#### **VIII. EMPLOYMENT STATUS AND COMPENSATION/RELATIONS OF THE PARTIES**

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

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

#### **IX. WORKERS' COMPENSATION/POSTING OF NOTICES**

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

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

#### **X. NON-DISCRIMINATION**

The Parties to this Agreement shall comply with all applicable provisions of State and Federal non-discrimination laws and regulations including, but not limited to, State

Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other Federal and State employment and education opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

## XI. INDEMNIFICATION

### Liability

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

considered negligence on the part of the City. The City is providing User Agency with the use of the PSTF solely on an "As Is" basis, and User Agency agrees not to conduct any activities on any portion of the PSTF which User Agency and its qualified employees have not fully inspected and found to be suitable and safe for the intended use at the time such use is undertaken. User Agency hereby represents and warrants to the City that the foregoing provisions are not in violation of any limitation on any certificate insurance which User Agency has provided to the City hereunder, and that nothing in this Agreement will cause any such insurance or certificate of insurance to be invalid.

## **XII. INSURANCE**

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

## **XIII. INSTITUTIONAL REVIEW PROCESS**

Prior to the use of the PSTF, User Agency shall deliver to the City written descriptions of the User Agency's training program and specific details as to the use of the PSTF and specific activities, including without limitation any special devices used in the training experience. User Agency agrees that the City may request that any individual such activities not be undertaken, in the City's discretion. The foregoing notwithstanding, the

City's failure to object to any such activities so disclosed shall not constitute negligence on the part of the City under any circumstances, and User Agency shall remain fully responsible for the safe conduct of all such activities. User Agency hereby acknowledges and agrees that no explosive charges will be detonated without the prior written consent of the City and that no live firearms will be discharged in the course of any of the use of the PSTF.

#### **XIV. ENVIRONMENTAL REGULATIONS**

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

#### **XV. ENTIRE AGREEMENT**

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

#### **XVI. SEVERABILITY**

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

**XVII. GOVERNING LAW AND VENUE**

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

**XVIII. CONFLICT OF INTEREST**

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

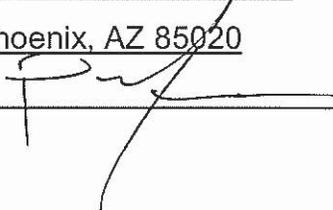
**XIX. NOTICES**

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

**City of Yuma:**

Gregory K. Wilkinson  
City Administrator  
One City Plaza  
Yuma, AZ 85364-1436

**User Agency:**

CPT Paul J. Lee  
Commander  
10222 North 7th Street  
Phoenix, AZ 85020  


**XX. ASSIGNMENT**

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

**XXI. DISPUTE RESOLUTION**

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

**XXII. NO PARTNERSHIP**

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

**XXIII. SUDAN/IRAN INVESTMENTS AND BUSINESS OPERATIONS**

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

**XXIV. EMPLOYMENT ELIGIBILITY**

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

**XXV. DEFAULT**

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

**XXVI. APPROVALS**

For: City of Yuma

User Agency: Det 1, 855th MP CO

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

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

Gregory K. Wilkinson

Its: City Administrator

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 23 October, 2014

Attest:

City Clerk:

\_\_\_\_\_  
Lynda L. Bushong

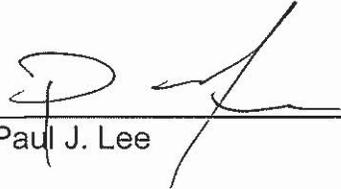
Date: \_\_\_\_\_

City Attorney:

Attorney:

---

Steven W. Moore



---

CPT Paul J. Lee



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** Police

**DIVISION:** Administration

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

**TITLE:**  
Memorandum of Understanding: City of Phoenix Police Department

**SUMMARY RECOMMENDATION:**  
Authorize the City Administrator, or his designee, to execute a Memorandum of Understanding (MOU) with the City of Phoenix Police Department (PPD) for use of the National Integrated Ballistic Information Network (NIBIN).

**REPORT:**  
The Yuma Police Department (YPD) would like to use the PPD's NIBIN to assist YPD in reducing and prosecuting violent crimes.

The NIBIN is a tool provided by the United States Bureau of Alcohol, Tobacco and Firearms (ATF) via the PPD for the collection, timely analysis, and dissemination of crime gun data to enhance the efforts of law enforcement agencies to integrate resources to reduce firearm violence, identify shooters, and refer them for prosecution.

This MOU is an agreement between the YPD and the PPD outlining the responsibilities of both agencies with respect to scheduling and use of the PPD's NIBIN. YPD employees will periodically travel to PPD to enter ballistic information from crime guns, casings, and bullets. This information is stored and used for future comparison against other guns, casings, and bullets found during criminal investigations. Much like DNA, the comparisons help law enforcement identify shooters and solve crimes by comparing the data that has been entered.

By adopting this motion, the Mayor and City Council authorize the City Administrator, or his designee, to execute the MOU.

|                        |  |                            |   |           |
|------------------------|--|----------------------------|---|-----------|
| FISCAL REQUIREMENTS    | CITY FUNDS:  | \$0.00                     | BUDGETED:   | \$0.00    |
|                        | STATE FUNDS:   | \$0.00                     | AVAILABLE TO TRANSFER:  | \$0.00    |
|                        | FEDERAL FUNDS:   | \$0.00                     | IN CONTINGENCY:   | \$0.00    |
|                        | OTHER SOURCES:   | \$0.00<br>\$0.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |           |
|                        | TOTAL:   | \$0.00                     |   |           |
|                        | FISCAL IMPACT STATEMENT:   |                            |   |           |
| ADDITIONAL INFORMATION | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1. MOU between ATF and Phoenix Police Dept. regarding NIBIN<br>2.<br>3.<br>4.<br>5.  |                            |   |           |
|                        | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input checked="" type="checkbox"/> Department<br><input checked="" type="checkbox"/> City Clerk's Office<br><input type="checkbox"/> Document to be recorded |                            |   |           |
| SIGNATURES             | CITY ADMINISTRATOR:  |                            |   | DATE:     |
|                        | Gregory K. Wilkinson   |                            |   | 12/9/2014 |
|                        | REVIEWED BY CITY ATTORNEY:   |                            |   | DATE:     |
|                        | Richard W. Files for Steven W. Moore   |                            |   | 12/8/2014 |
|                        | RECOMMENDED BY (DEPT/DIV HEAD):  |                            |   | DATE:     |
| John Lekan             |  |                            | 12/2/2014   |           |
| WRITTEN/SUBMITTED BY:  |  |                            | DATE:   |           |
| Stephen D. Suho        |  |                            | 11/18/2014  |           |

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF PHOENIX POLICE DEPARTMENT**  
**AND**  
**YUMA POLICE DEPARTMENT**

**1. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) between the City of Phoenix Police Department (PPD) and the Yuma Police Department (YPD), hereinafter referred to as the “parties,” is to define the responsibilities of the parties with respect to the scheduling and use of PPD’s National Integrated Ballistic Information Network (NIBIN). This MOU sets forth the agreed upon procedures for management, accountability, direction, authority, and liabilities of the parties in conjunction with this effort.

**2. BACKGROUND**

This MOU is being executed for the purpose of enhancing the parties’ efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this MOU to prevent and solve violent crimes through participation in the NIBIN program.

The parties understand that YPD’s participation in the NIBIN program is contingent on the United States Bureau of Alcohol, Tobacco and Firearms’ (ATF) continued approval of PPD’s participation in the NIBIN program, as set forth in a MOU between ATF and PPD, which is incorporated by reference into this MOU. The NIBIN network and certain associated computer systems are the property of ATF and the United States Government. ATF has granted PPD permission to use the NIBIN network and two computer systems (e.g., one entry station and one analysis station), which are under PPD’s operational control. In addition, PPD owns certain computer systems (e.g., two entry stations, three analysis stations, and two data concentrators) and facility space, which are under PPD’s exclusive control. As an ATF NIBIN partner, PPD may provide NIBIN network and systems access to another law enforcement agency if the other law enforcement agency agrees to the same restrictions on the use of the NIBIN network and systems as those placed on PPD.

The parties agree that PPD possesses the necessary network access, equipment, space and ballistic facility. The parties recognize that their objectives are best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

### **3. SCOPE**

This MOU defines the responsibilities of the parties to this MOU.

The parties will be responsible for the following:

- a. YPD will provide personnel for the purpose of acquiring, reviewing, and analyzing data. Personnel will be available for training for the proper protocols and procedures for acquiring images of cartridge cases as well as review and analysis of the data.
- b. YPD will be responsible for its own evidentiary chain of custody and will provide personnel to conduct their own examinations. No items of evidence will be stored at PPD facilities. Yuma Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.
- c. YPD will adhere to PPD's "use of equipment" schedule for routine use, review and analysis to promote efficient and effective operations of any PPD ballistics identification system. In the event of a high profile or urgent case, expedited processing outside of any "use of equipment" schedule may be necessary. The parties agree to communicate with any other affected parties to other PPD NIBIN agreements to ensure minimization of impact to the other parties.
- d. YPD will comply with all federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the NIBIN program. These requirements are set forth under NIBIN security policies and the ATF-PPD MOU.
- e. YPD will adhere to the same restrictions on the use of the NIBIN program, network, or systems that have been placed upon PPD as set forth in the ATF-PPD MOU. This includes, but is not limited to, clauses in the ATF-PPD MOU regarding the scope of the NIBIN program, publicity, disclosure of information related to NIBIN, and personnel and training requirements. These requirements are set forth under the ATF-PPD MOU.

#### **4. FUNDING**

Both parties shall be responsible for their own costs associated with implementing responsibilities under this MOU. Any expenditure of funds is subject to the availability of said funds.

#### **5. DISCLOSURE AND USE OF INFORMATION**

The parties agree that they may share information with each other in accordance with the rules of its own agency. Information which is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

#### **6. SETTLEMENT OF DISPUTES**

Disagreements between the parties arising under or related to this MOU will be resolved by consultation between the parties and will not be referred to a Federal or State court or entity for settlement. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of PPD and YPD personnel involved, the matter in dispute will be referred to the parties' respective headquarters for resolution. This section does not affect PPD's right to seek indemnification under Section 9 of this MOU.

#### **7. COORDINATION AND DECONFLICTION**

If analysis of a shell casing identifies a potential high-confidence candidate that crosses regional jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance any investigation.

The parties will also coordinate and deconflict through their representatives before taking operational action based on information received or derived from another party pursuant to this MOU.

#### **8. AMENDMENT, TERMINATION AND DURATION**

With regard to amendment, termination, and duration of this MOU the following procedures apply:

- a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.
- b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate

this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.

- c. Either party may terminate this MOU upon 30 days written notice to the other party.

In the event of such termination, the following rules apply:

- a. The termination party will continue to participate up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All information and rights therein received under the provisions of this MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

## **9. INDEMNIFICATION**

YPD agrees to defend, indemnify and hold harmless PPD, including its employees and officers, for any and all claims, suits, causes of action, damages, or the like or for the cost, including, but not limited to, attorneys' fees and costs incurred in any adjudication or settlement arising out of YPD's negligent or willful and wanton act or omission in performance of this MOU, including any alleged use or misuse of documents, equipment, facilities or information provided by PPD pursuant to this MOU. This also specifically includes any costs incurred to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

## **10. DURATION**

This MOU will be effective upon signature of both parties and will remain in effect for five years. It may be extended by mutual written consent of the parties' authorized representatives.

## **11. ENTIRE AGREEMENT**

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

In witness thereof, the parties have hereby executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by their duly authorized representative

**FOR THE YUMA POLICE DEPARTMENT**

\_\_\_\_\_  
Gregory K. Wilkinson  
City Administrator

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Moore  
City Attorney

**FOR THE PHOENIX POLICE DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name:

Title:

Location:

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the "City of Phoenix Police Department" Regarding the National Integrated Ballistic Information Network

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the City of Phoenix Police Department hereinafter collectively referred to as "the parties," and the "PPD," referred to as the "NIBIN Partner." This MOU establishes and defines a partnership between the parties that will result in an ATF National Integrated Ballistic Information Network (NIBIN) system installation, operation, and administration for the collection, timely analysis, and dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters, and refer them for prosecution.

**AUTHORITY**

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, the Gun Control Act of 1968 (as amended), 18 U.S.C. Chapter 44.

**BACKGROUND**

The ATF NIBIN Program uses an integrated investigative approach that works in concert with other Federal, State, tribal, and local law enforcement agencies in combating firearms-related violence using ballistic imaging technology to compare images of ballistic evidence obtained from crime scenes and firearms. The mission of the program is to reduce firearms violence through aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns.

**SCOPE**

Participation in this program is expressly restricted to the sharing of ballistic imaging of firearms data associated with crimes recovered by any law enforcement agency in the United States and international law enforcement partners who have entered into agreements with ATF to share ballistic data. ATF may work with our international law enforcement partners to search their networks in an effort to identify a gun in their data base against a crime gun in ATF's NIBIN network.

NIBIN systems may be used only for imaging of ballistic evidence and test fires of firearms illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime. Ballistics information and/or evidence from firearms taken into law enforcement custody through a Gun Buy Back Program, property damage crimes involving firearms, found or abandoned firearms, and domestic disturbances are permitted for entry in the NIBIN database.

An ATF-owned NIBIN unit will not be used to capture, share, or store ballistic images acquired at the point of manufacture, importation, sale, or law enforcement-issued firearms not associated with crimes. The NIBIN system/database does not store information related to firearms owners or registration.

### **APPLICABLE LAWS**

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

### **MODIFICATIONS AND TERMINATIONS**

This MOU shall not affect any pre-existing or independent relationships or obligations between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Except as provided herein, this MOU may be modified or amended only by written mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the thirtieth calendar day following notice, unless an alternative date is agreed upon.

If either party terminates this MOU, ATF will retain its interest in the electronically stored information contained in the database and any ATF-deployed NIBIN system. ATF agrees to provide to the NIBIN Partner an electronic copy of the data collected by the NIBIN Partner, subject to Federal law and regulation.

### **LIABILITY**

The NIBIN Partner hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by the operation and use by City of Phoenix Police Department of any NIBIN system or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN Program.

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

### **ATF-DEPLOYED SYSTEM INSTALLATION**

The NIBIN Partner hereby agrees and acknowledges that all ATF-deployed NIBIN systems shall remain the property of ATF and the U.S. Government. ATF agrees to provide, install, and maintain all ATF-deployed NIBIN systems for use by the NIBIN Partner and any other law enforcement agencies served by or in partnership with the

NIBIN Partner. Should the installation of the NIBIN system require physical construction at the site, the NIBIN Partner will be responsible for such construction and any associated costs. If a system is to be moved to allow additional access outside of a laboratory, ATF will work with our Partner to ensure the appropriate protocols are put into place to ensure the integrity of crime gun evidence along with maximum use of the equipment.

#### **ATF-DEPLOYED SYSTEM MAINTENANCE**

ATF will maintain all ATF-deployed NIBIN systems furnished to the NIBIN Partner and repair or replace inoperable or outdated systems in an expeditious manner, subject to availability and funding. However, maintenance and repairs required as the result of unauthorized movement, alteration, damage, or destruction will not be assumed by ATF. The NIBIN Partner agrees not to make or cause to be made any repairs, alterations, movements, additions, improvements, or replacements to the NIBIN systems not expressly authorized in writing by ATF in advance, and further agrees to exercise due care in every respect to prevent system movement, damage, destruction, or misuse.

#### **ATF-DEPLOYED SYSTEM USAGE**

Because the NIBIN Program focuses on the reduction of firearms-related violent crimes the NIBIN Partner shall enter all eligible ballistic evidence recovered from crime scenes as timely as possible. In addition, the NIBIN Partner shall enter into NIBIN test-fire cartridge casings from eligible firearms taken into Law Enforcement custody as timely as possible. All NIBIN Partner owned NIBIN equipment will be held to same standards as ATF-deployed systems. NIBIN Partners may not charge other law enforcement agencies for the entry of evidence into ATF-owned or ATF-maintained automated ballistics technology used in the NIBIN Program.

#### **ATF – DEPLOYED SYSTEM REMOVAL**

ATF retains the right to remove a NIBIN system upon: (1) a determination that the equipment is being neglected or misused; (2) is not being effectively used to combat violent crime; (3) receipt of written notification of the termination of the participation of the NIBIN Partner in the NIBIN Program; (4) termination of the NIBIN Program by ATF; (5) the cancellation of this MOU by ATF; or (6) failure to comply with any obligations or requirements set forth in this MOU.

If ATF intends to remove a NIBIN system from the NIBIN Partner, ATF will provide written notice.

#### **SYSTEM MOVEMENT**

ATF authorizes NIBIN system moves only with ATF written approval to our Partner. Any movement of the NIBIN system after the initial installation will be accomplished at the expense of the NIBIN Partner and only after receipt of authorization by, and coordination, with FTI. In order to realize maximum use of the equipment, it should be placed where trained personnel can expeditiously enter evidence. ATF will work with

each partner to realize optimal placement of equipment to obtain actionable investigative leads.

In the event of a natural disaster, ATF will work with our NIBIN Partner to safeguard the NIBIN equipment.

Due to communication line installation/move requirements, NIBIN Partners must provide a minimum of 60 days advance notice to ATF and the NIBIN system manufacturer before the intended move of a NIBIN system.

In the event of unauthorized movement, alteration, damage, or destruction of any NIBIN system caused by its employees, contractors, or any other person under its control, the NIBIN Partner agrees to assume the cost of replacement or repairs of the equipment.

The NIBIN Partner agrees to report to ATF, within 5 working days, any incident involving the following: an unauthorized movement, alteration, damage, or destruction of ATF-deployed NIBIN systems, any unauthorized use of NIBIN systems or the unauthorized release of data related to the NIBIN Program.

#### **COMMUNICATION LINES**

ATF will provide and support primary communication lines necessary for connecting NIBIN systems to the NIBIN network.

#### **SECURITY**

The NIBIN Partner will comply with all ATF, DOJ and/or other Federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies. ATF will promptly notify the NIBIN Partner should these requirements change. All NIBIN sites will not knowingly allow a person to access the NIBIN network using another person's User ID and Password.

The NIBIN Partner agrees to conduct criminal background checks, including fingerprint checks, of all NIBIN users. Upon successful completion of these background checks, the NIBIN Partner will notify ATF's NIBIN Branch in writing.

#### **AUDITS**

ATF and the NIBIN Partner acknowledge their understanding that the operations described in this MOU are subject to audit by ATF, DOJ, the Office of the Inspector General, the General Accountability Office and other auditors designated by the U.S. Government regardless if the system is funded by the NIBIN Partner or ATF. Such audits may include reviews of all records, performance measurements, documents, reports, accounts, invoices, receipts, or other evidence of expenditures related to this MOU and the NIBIN Program.

Further, all parties hereby agree to allow auditors to conduct one or more in-person interview(s) of any and all personnel the auditors have determined may have knowledge relevant to transactions performed or other matters involving this MOU and the NIBIN Program.

The NIBIN Partner hereby acknowledges its understanding that, for accounting purposes, that the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget Circular A-87, revised (available via the OMB, the Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>.)

### **PERSONNEL AND TRAINING**

Prior to the execution of this MOU and a NIBIN system installation, the NIBIN Partner must employ, or have access to, a technical person capable of performing forensic microscopic comparison of bullet and cartridge evidence.

The NIBIN Partner agrees to provide and maintain sufficient personnel to operate the NIBIN system and agrees to allow use of the equipment by ATF personnel or our representatives to support the program at the host location. This MOU should not be construed to require the hiring of any new personnel, except at the discretion of the NIBIN Partner. If the NIBIN Partner determines that additional personnel resources are required, all costs associated with this hiring will be borne by the NIBIN Partner. All users of the equipment must satisfy the same requirements as other NIBIN users and be properly trained, qualified and approved in advance by ATF.

Following basic entry training, ATF will verify trainee competency before authorizing network access. Individuals trained internally by a NIBIN Partner will not be certified as appropriately trained until they successfully pass a competency test administered by ATF.

The NIBIN Partner may provide access to the NIBIN system under its operational control to another law enforcement agency. Any such other law enforcement agency agrees to the same restrictions placed upon the NIBIN Partner by this MOU. However, the NIBIN Partner agrees to assume full liability and responsibility for the administration of such access.

Access to the NIBIN system will be under the management and control of the NIBIN Partner. The NIBIN Partner will ensure that only trained, cleared and qualified personnel have access to the NIBIN system.

Participating agencies will develop the appropriate standard operating procedures to ensure all eligible ballistic evidence will be submitted for NIBIN.

### **COORDINATION**

ATF and the NIBIN Partner agree to adhere to standardized procedures and policies for collecting, handling, documenting, transporting and preserving firearms, bullets, casings and any similar evidence submitted for analysis and input into NIBIN.

ATF and the NIBIN Partner similarly agree to adhere to standardized procedures and policies for the source data collection, input, exchange and protection of information, to include information as to the location where ballistic evidence was collected, the circumstances under which it was collected and all crimes to which the firearm(s) or other ballistic evidence is linked.

ATF and the NIBIN Partner agree to cooperate in the development and implementation of data entry protocols and quality assurance procedures for the NIBIN Program. ATF further agrees to cooperate with all participants in the NIBIN Program to establish model standards, protocols, and procedures for the users of the network. Such protocols will be applicable as they are implemented.

The NIBIN Partner will require all participating law enforcement agencies to adhere to the protocols, procedures, policies and quality assurance standards as established above.

The NIBIN Partner agrees to provide ATF with access to all information, reports and any other relevant information regarding crimes related to evidence entered into the system as well as monthly reports outlining historical, statistical and case adjudication information on the use and results of the use of the NIBIN Program and/or system and the related services provided by ATF and the system manufacturer in order to ensure the capturing of required performance management information. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress and the public on NIBIN results. Additionally, ATF will collect information for results-oriented performance measures.

#### **PUBLICITY**

Any NIBIN Partner who becomes aware of, or participates in, publicity related to the NIBIN system and investigations within their jurisdiction should advise ATF of same within 48 hours.

#### **DISCLOSURE OF INFORMATION RELATED TO NIBIN**

No disclosure of information that requires extraction of data from the NIBIN data base shall be made without express authorization from ATF except for when the information is to be used for a criminal investigation or prosecution.

#### **INCORPORATION OF APPENDIX**

The Appendix to this MOU includes definitions of terms used. Because these requirements may change over time due to technological advances, security enhancements, budgetary matters, etc., the Appendix may be updated. Parties to the MOU agree and understand that the Appendix is incorporated by reference as if fully stated herein. Execution of the MOU constitutes agreement to abide by the requirements and protocols set forth in the Appendix.

**SIGNATORIES**

The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by the ATF Special Agent in Charge and the NIBIN Partner signature.

**AGREEMENT**

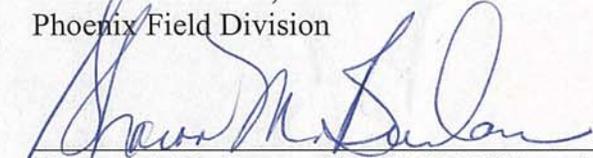
ATF and the NIBIN Partner hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NIBIN Program. In witness thereof, the parties have hereby executed this MOU this 20th day of May, 2014.



Daniel V. Garcia  
Police Chief  
City of Phoenix Police Department  
620 W. Washington Street  
Phoenix, AZ 85003



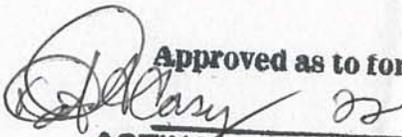
Bernard J. Zapor  
Special Agent in Charge  
Bureau of Alcohol, Tobacco Firearms and Explosives  
Phoenix Field Division



Sharon M. Buchanan, Chief, NIBIN Branch  
Firearms Operations Division  
Bureau of Alcohol, Tobacco, Firearms and Explosives



CITY CLERK DEPT.  
2014 MAY 30 PM 1:58

  
Approved as to form  
**ACTING City Attorney**

ATTEST  
  
CITY CLERK

## Appendix

### TERMS

**Acquisition** - An entry of a ballistic image

**ATF** – Bureau of Alcohol, Tobacco, Firearms and Explosives, a principal law enforcement agency within the U.S. Department of Justice (DOJ).

**Bullets** – Designated calibers of projectiles fired from rifles, revolvers and pistols.

**Cartridge Casings** – Designated metal casings from cartridges fired from rifles, shotguns, revolvers and ejected from pistols.

**Correlation** – Automated data comparison of signature images to a database.

**Crime Gun** – Any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime or act of terrorism.

**Found and Abandoned Firearms** - Firearms seized/retained by law enforcement and entered into property that are not readily identified as being possessed by a specific individual at the time they come into the custody of law enforcement. “Found or Abandoned Firearms” are seized/retained and entered into property when the seizing law enforcement official can articulate a potential connection to crime.

**NIBIN Network** – An ATF-designed and maintained system of interconnected computer systems and terminals used in support of the NIBIN Program.

**NIBIN Program** – The integration of aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns utilizing automated ballistics technology.

**NIBIN System** – Refers to integrated ballistic imaging, analysis, and information processing system for use with automated ballistics technology.

**Performance Measurements** – Various management instruments used to evaluate program effectiveness in successfully removing shooters and their crime gun sources.

**Potential Candidate for Confirmation** – Two bullets or cartridge cases displaying sufficient similarity during a correlation review such that the items should be compared using traditional comparative microscopy by a trained firearm examiner to determine if they can be associated to the same firearm.

**Security Requirements** – Types and levels of protection necessary for equipment, data, information, applications, and facilities to meet security policies.

**Security Policies** – The set of laws, rules, directives and practices that regulate how an organization manages, protects and distributes controlled information.

**Timely** – Strive to make evidence entries within 48 hours and return potential candidate for confirmation for investigative follow up. Timely entries are critical to aid in the speedy identification of shooters and others involved in firearms related crimes so that they do not remain on the street to commit additional violent crime.

**Volunteers** – Individuals who have chosen to perform gratuitous services and have entered into an agreement with the local NIBIN Partner agency addressing all issues of confidentiality, costs, and a waiver of all claims against the Federal government.



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** City Administration

**DIVISION:** Right-of-Way

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

**TITLE:**  
Amendment: Ordinance No. O2013-52 Legal Description

**SUMMARY RECOMMENDATION:**  
Approve amending the legal description to the YRMC Ring Road Easement previously adopted as Ordinance No. O2013-52.

**REPORT:**  
In preparation for expansion and improvements by Yuma Regional Medical Center (YRMC) to the 24<sup>th</sup> Street and Avenue A campus and medical facilities, the City Council previously authorized a grant of easement through Ordinance No. O2013-52 to the Hospital District No. 1, Yuma County, Arizona for the construction of the ring road. The legal description for the ring road requires amendment of the Ordinance to conform with the construction.

A companion Resolution amending the Development Agreement (First Amendment to the Development Agreement) which includes the previously approved Ring Road Easement, is scheduled on the regular City Council agenda for the December 3, 2014 City Council meeting.

|                        |  |                            |  |        |
|------------------------|--|----------------------------|--|--------|
| FISCAL REQUIREMENTS    | CITY FUNDS:  | \$0.00                     | BUDGETED:  | \$0.00 |
|                        | STATE FUNDS:   | \$0.00                     | AVAILABLE TO TRANSFER:   | \$0.00 |
|                        | FEDERAL FUNDS:   | \$0.00                     | IN CONTINGENCY:  | \$0.00 |
|                        | OTHER SOURCES:   | \$0.00<br>\$0.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING<br>ACCOUNT / FUND / CIP: |        |
|                        | TOTAL:   | \$0.00                     |  |        |
|                        | FISCAL IMPACT STATEMENT:   |                            |  |        |
| ADDITIONAL INFORMATION | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1.<br>2.<br>3.<br>4.<br>5.   |                            |  |        |
|                        | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input type="checkbox"/> Department<br><input type="checkbox"/> City Clerk's Office |                            |  |        |
| SIGNATURES             | CITY ADMINISTRATOR:  |                            | DATE:  |        |
|                        | Gregory K. Wilkinson   |                            | 11/25/2014   |        |
|                        | REVIEWED BY CITY ATTORNEY:   |                            | DATE:  |        |
|                        | Steven W. Moore  |                            | 11/25/2014   |        |
|                        | RECOMMENDED BY (DEPT/DIV HEAD):  |                            | DATE:  |        |
| WRITTEN/SUBMITTED BY:  |  | DATE:                      |  |        |

**ORDINANCE NO. O2014-35**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AMENDMENT OF ORDINANCE NO. O2013-52 TO AMEND THE LEGAL DESCRIPTION OF THE RING ROAD EASEMENT TO CONFORM WITH THE ROADWAY AS CONSTRUCTED**

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

WHEREAS, the City Council previously adopted Ordinance O2013-52 authorizing a grant of easement for the ring road to the Hospital District No. 1, Yuma County, Arizona, on City-owned real property described on the first page of Exhibit B to Ordinance No. O2013-52; and,

WHEREAS, in order to conform Ordinance No. O2013-52 to the ring road as constructed, Ordinance No. O2013-52 requires an amendment of the legal description for the Ring Road Easement.

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

SECTION 1: The legal description for the Ring Road Easement is amended to read as shown in Exhibit B attached and by this reference incorporated into this amending Ordinance.

SECTION 2: The first page of Exhibit B to Ordinance No. O2013-52 is amended to substitute the amended legal description of the Ring Road Easement described in the attached Exhibit B.

SECTION 3: The remainder of Ordinance No. O2013-52 shall remain in full force and effect.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Moore  
City Attorney

EXHIBIT B TO ORDINANCE O2014-35

EXHIBIT D-1

Ring Road Legal Description 6/17/14

That portion of the Southeast quarter of the Northeast quarter (SE¼NE¼) of Section 5, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, also described in DEDICATION OF PARK, PLAYGROUND AND FAIRGROUND IN YUMA COUNTY, ARIZONA, recorded in Docket 104, Pages 355 to 357, Yuma County Records (YCR) and more particularly described as follows:

Beginning at the Northeast corner of the Northeast quarter (NE¼) of said Section 5, also described in RECORD OF SURVEY, dated 2/16/2010, FEE # 2010-03750, recorded in Book 9 of Surveys, Pages 21 & 22, YCR;

Thence South 00°23'10" East (Measured (M)), South 00°23'01" East (Record (R) said Record of Survey), South 00°22'23" East (Record (R1) United States Bureau of Reclamation Balanced Section Map) along the East line of said Section 5 a distance of 1,325.28 feet (M), 1324.97 feet (R), 1324.92 feet (R1) to the Northeast corner of the Southeast quarter of the Northeast quarter (SE¼NE¼) of said Section 5;

Thence North 89°16'56" West (M), North 89°17'27" West (R1) along the North line of said Southeast quarter of the Northeast quarter (SE¼NE¼) of Section 5 a distance of 85.01 feet (M) to the **TRUE POINT OF BEGINNING**;

Thence continuing North 89°16'56" West (M), North 89°17'27" West (R1) along the North line of said Southeast quarter of the Northeast quarter (SE¼NE¼) of Section 5 a distance of 479.69 feet (M) to a point;

Thence South 72°22'44" East (M) a distance of 14.82 feet (M) to a point;

Thence South 69°33'02" East (M) a distance of 26.34 feet (M) to a point;

Thence South 65°08'51" East (M) a distance of 28.03 feet (M) to a point;

Thence South 66°49'20" East (M) a distance of 27.19 feet (M) to a point;

Thence South 69°43'39" East (M) a distance of 26.80 feet (M) to a point;

Thence South 73°05'45" East (M) a distance of 26.15 feet (M) to a point;

Thence South 77°04'36" East (M) a distance of 26.31 feet (M) to a point;

Thence South 79°42'59" East (M) a distance of 25.10 feet (M) to a point;

Thence South 84°15'09" East (M) a distance of 25.28 feet (M) to a point;

Thence South 88°18'31" East (M) a distance of 24.88 feet (M) to a point;

Thence South 87°23'57" East (M) a distance of 25.13 feet (M) to a point;

Thence South 85°44'43" East (M) a distance of 25.15 feet (M) to a point;

Thence South 85°18'12" East (M) a distance of 25.10 feet (M) to a point;

Thence South 84°19'49" East (M) a distance of 25.34 feet (M) to a point;

Thence South 84°48'18" East (M) a distance of 23.89 feet (M) to a point;

Thence South 85°06'20" East (M) a distance of 26.46 feet (M) to a point;

Thence South 89°21'42" East (M) a distance of 25.03 feet (M) to a point;

Thence North 89°18'32" East (M) a distance of 24.84 feet (M) to a point;

Thence North 87°11'25" East (M) a distance of 24.91 feet (M) to a point;

Thence South 89°16'56" East (M) parallel with and southerly of the North line of said Southeast quarter of the Northeast quarter (SE¼NE¼) of Section 5 a distance of 15.05 feet (M) to a point lying 71.62 feet southerly of the North line and 85.00 feet westerly of the East line of said SE¼NE¼ of Section 5;

Thence North 00°23'10" West (M) parallel with and 85.00 feet westerly of the East line of said Section 5 a distance of 71.62 feet (M) to the **TRUE POINT OF BEGINNING**;

Said parcel contains 26,445 square feet or 0.6071 of an acre, more or less.



Expires 3/31/15



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** Fire

**DIVISION:** Community Risk Reduction

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

**TITLE:**  
Amend Yuma City Code: NFPA 1 Fire Code 2012 adoption with local amendments

**SUMMARY RECOMMENDATION:**  
Amend Yuma City Code Chapter 131, Sections 131-15 through 131-19 and adopt by reference NFPA 1 Fire Code 2012, commonly known as National Fire Protection Association 1 Fire Code 2012, including Annexes A, B, D, E and G, and local amendments.

**REPORT:**  
The 2003 NFPA 1 Uniform Fire Code is the City of Yuma’s current fire code, adopted on October 15, 2003. Updated editions of the code are published every three years and the City of Yuma has typically followed a six-year cycle for updating the codes. The typical cycle for updating the fire code was postponed due to actions from the Arizona Legislature restricting the adoption of new fire codes by municipalities from 2009 to 2011. To stay current with the code cycle and establish criteria for regulation of commercial buildings and structures, it is necessary to amend the City Code, adopting by reference the 2012 NFPA 1 Fire Code, including Annexes A, B,D, E and G, and local amendments.

In the last three revision cycles of the NFPA 1 Fire Code, there has been much clarification which will be extremely helpful to the safety of both the Yuma community and to firefighters. The 2012 Edition offers updated materials and procedures for public fire safety, and correlates well with the other series of codes adopted and already in place by the City of Yuma. Additionally, the educational training, review materials, and code opinions available from NFPA utilize the most recent version of the NFPA 1 Fire Code.

Between December 2013 and March 2014 (and again in October 2014), the City of Yuma Building Advisory Board reviewed the 2012 Edition in a series of public meetings. A comprehensive overview of the significant changes between the 2003 Edition currently in place and the proposed 2012 Edition was presented by YFD personnel and other City Staff. After reviewing the changes and receiving input from the public, the Building Advisory Board offered input, and changes, to the proposed code which are now reflected in the final version presented to City Council. On March 12, 2014, the Building Advisory Board unanimously voted to approve and accept the 2012 Edition, including Annexes A, B, D, E and G, with proposed local Amendments, and recommended moving forward to the City Council for approval and adoption. On October 29, 2014, the Building Advisory Board unanimously voted to approve one additional amendment to the 2012 Edition. The additional amendment is included in the proposed

Ordinance presented to City Council.

The Fire Suppression Rating Schedule computed by the Insurance Services Office, Inc. for the citizens of Yuma takes into account whether the City of Yuma has adopted and enforces the latest edition of one of the nationally recognized fire prevention codes (such as this one). Adopting and enforcing the most recent fire code affords the fire department the greatest amount of credit in that category.

In summary, the Fire Department staff agrees with the Building Advisory Board's recommendation of adoption of the 2012 NFPA 1 Fire Code, including Annexes A, B, D, E, and G, and local Amendments. This code will become effective on January 16, 2015 after which all plans relying on the Fire Code will be required to use the 2012 Edition.

|                                 |  |                            |   |            |
|---------------------------------|--|----------------------------|---|------------|
| FISCAL REQUIREMENTS             | CITY FUNDS:  | \$0.00                     | BUDGETED:   | \$0.00     |
|                                 | STATE FUNDS:   | \$0.00                     | AVAILABLE TO TRANSFER:  | \$0.00     |
|                                 | FEDERAL FUNDS:   | \$0.00                     | IN CONTINGENCY:   | \$0.00     |
|                                 | OTHER SOURCES:   | \$0.00<br>\$0.00<br>\$0.00 | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |            |
|                                 | TOTAL:   | \$0.00                     |   |            |
|                                 | FISCAL IMPACT STATEMENT:   |                            |   |            |
| ADDITIONAL INFORMATION          | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1.<br>2.<br>3.<br>4.<br>5.   |                            |   |            |
|                                 | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input checked="" type="checkbox"/> Department<br><input checked="" type="checkbox"/> City Clerk's Office<br><input type="checkbox"/> Document to be recorded |                            |   |            |
| SIGNATURES                      | CITY ADMINISTRATOR:  |                            |   | DATE:      |
|                                 | Gregory K. Wilkinson   |                            |   | 11/25/2014 |
|                                 | REVIEWED BY CITY ATTORNEY:   |                            |   | DATE:      |
|                                 | Steven W. Moore  |                            |   | 11/25/2014 |
|                                 | RECOMMENDED BY (DEPT/DIV HEAD):  |                            |   | DATE:      |
| Steve Irr                       |  |                            | 11/17/2014  |            |
| WRITTEN/SUBMITTED BY:           |  |                            | DATE:   |            |
| Kayla Holiman/Stephanie Caraway |  |                            | 11/17/2014  |            |

**ORDINANCE NO. O2014-36**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING TITLE 13 OF THE YUMA CITY CODE, CHAPTER 131, ADOPTING BY REFERENCE *NFPA 1 FIRE CODE 2012*, INCLUDING ANNEXES A, B, D, E AND G, AND THE AMENDMENTS RECOMMENDED BY THE BUILDING ADVISORY BOARD DATED MARCH 12, 2014 AND OCTOBER 29, 2014, AND PROVIDING A PENALTY FOR VIOLATIONS THEREOF**

WHEREAS, on October 15, 2003, the City Council adopted the 2003 Edition of the NFPA 1 (National Fire Protection Association), Uniform Fire Code, with amendments and,

WHEREAS, Yuma City Council Resolution No. R2014-41 declared a document titled, “NFPA 1 Fire Code 2012” a public record; and,

WHEREAS, the City Council has considered the unanimous recommendation of the City of Yuma Building Advisory Board based on their actions taken at their meetings on March 12, 2014 and October 29, 2014 recommending adoption of NFPA 1 Fire Code 2012, with Annexes A, B, D, E and G, and the Amendments herein; and,

WHEREAS, the City of Yuma is desirous of adopting the most recent edition NFPA 1, being NFPA 1 Fire Code 2012, to keep current with the code cycle and amendments to reflect modern technology, materials and techniques; and,

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

**SECTION 1: That the Yuma City Code, Section 131-15, be amended to read as follows:**

**Sec. 131-15 Adoption of a model Fire Code, NFPA 1, Fire Code, 2012 Edition.**

That certain document, three (3) copies of which are on file in the office of the City Clerk, known as NFPA 1, Fire Code, 2012 Edition, including Annexes “A”, “B”, “D”, “E”, and “G” published by the National Fire Protection Association, with certain amendments listed herein, which document was made a public record by Resolution No. R2014-41 of the City, is hereby adopted by reference and made a part hereof as if fully set out in this article.

**SECTION 2: That the Yuma City Code, Section 131-16, be amended to read as follows:**

This edition of NFPA 1, the Fire Code, adopted by the provision of this chapter is hereby amended, altered, and changed in the following respects:

NOTE: The section numbers that follow are the reference sections found in NFPA-1.

**1.1.2 Title. Is hereby amended as follows:**

These regulations shall be known as the 2012 Fire Code with Yuma Amendments, hereinafter referred to as “this code.”

**1.3.1 Application. Is hereby amended by the addition of the following sentence:**

All construction and/or alterations of a structure, which require a building permit, shall comply with the current building code adopted by the City of Yuma.

**1.3.3.1 Conflicts. Is hereby amended by the addition of the following sentence:**

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**1.3.3.2 Conflicts. Is hereby amended by the addition of the following sentence:**

Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**1.3.6.3 Buildings. Is hereby amended as follows:**

Repairs, renovations, alterations, reconstruction, change of occupancy, and additions to buildings shall conform with the adopted building code of the jurisdiction except for repairs, renovation, alteration and reconstruction of fire sprinkler and fire alarms. Those activities shall be regulated by the fire code adopted by this ordinance.

**1.7.11 Plans and Specifications. Is hereby amended by the addition of the following sentence:**

All plans, specifications, calculations, and design criteria shall be stamped by a registrant licensed to practice in the state of Arizona. Calculation sheets for fire sprinkler systems shall be made a permanent part of the submitted design drawings.

**1.10.1 Fire Code Board of Appeals. Is hereby amended by striking the entire paragraph and replacing it with the following:**

Whenever reference is made to the “Board of Appeals” in the City Fire Code, it shall mean the City of Yuma “Building Advisory Board.”

**1.10.1.1.5 Members. Is hereby amended by striking the entire paragraph.**

**1.10.1.1.5.3 Members. Is hereby amended by striking the entire sentence.**

**1.10.3 Authority of the Board of Appeals. Is hereby amended by striking sections 1.10.3.3 and 1.10.6.2.**

**1.12 Permits and Approvals.** The following shall be added to this section:

1.12.2.5 Fees and Charges.

All “activity” permits required by the fire code shall be subject to the table of fees. A fee in accordance with the following schedule shall be paid to the City of Yuma at the time of application for: (1) an installation or removal; (2) an activity permit; (3) other service or special inspection.

Failure to apply for necessary permits or service can result in a double charge for such. Fees are payable upon permit application.

Table 1.12.2.5 Activity Permit Fee Schedule:

|  |  |
|--|--|
| Carnivals and Fairs  | \$75.00  |
| Cutting and Welding Operations                                   | \$75.00  |
| Display Fireworks  | \$100.00   |
| Exhibit and Trade Shows  | \$75.00  |
| Explosives and Blasting  | \$100.00   |
| Fuel Tank Installation or Removal                                | \$100.00   |
| Liquefied Petroleum Gas Installation                             | \$100.00   |
| Installation less than 500 gallons:                              | \$75.00  |
| Membrane Structures, Tents, and Canopies: Permanent or Temporary | \$75.00  |
| Open Burning   | \$100.00   |
| Pyrotechnics before a Proximate Audience                         | \$100.00   |
| Torch Applied Roofing Operations                                 | \$75.00  |
| Fire Inspections Mandated by the State for Licensing             | \$50.00  |
| Fire Sprinkler Alterations                                       | \$50.00 over the counter permit plus \$50.00 an hour inspection fee. |
| Fire Alarm Alterations   | \$50.00 over the counter permit plus \$50.00 an hour inspection fee. |
| Sale or Storage of Consumer Fireworks (1.4G)                     | \$10.00  |
| Tire Storage (in excess of 500 tires)                            | \$100.00   |

**1.12.2.6 Standard Hourly Fee.** This is a special fee should there be a need for special service and re-inspections. This standard hourly fee is not a fee in addition to permits fees listed above.

a. After normal working hours: There shall be a standard hourly fee of fifty dollars (\$50.00), with a two-hour minimum, charged for all special, after-hours service, inspections and plan review work. This is provided to accommodate the developer who may need a higher level of service and is willing to pay an additional fee for that service.

b. Special services: In addition, the standard hourly fee is established for special requests for service such as the following: a review for the use of alternate methods, consultation, fire watch and stand-by service, and hydrant flow testing.

c. Re-inspections: Another application for the standard hourly fee is for the commercial fire inspection program. There will be no charge for the initial annual commercial fire inspection and one follow-up; however, should the business require more than one follow-up re-inspection that business shall be charged at the standard hourly fee with a one-hour minimum charge for each additional re-inspection.

## **Chapter 2 Reference Publications**

### **2.2 NFPA Publications**

The reference to the 2012 Edition of the *NFPA 5000, Building Construction and Safety Code* shall be changed to name the current building code adopted by the City of Yuma.

## **Chapter 3 Definitions**

### **3.3.165.1 Combustible Liquid. Is hereby amended by addition of the following paragraph:**

Note: Storage and use of combustible liquids with a flash point under 141 degrees F in outdoor areas and areas without climatic controls will be treated as Class I-C flammable liquids throughout the code.

## **Chapter 4 General Requirements**

### **4.5.7 Changes of Occupancy. In order to determine when a change of occupancy will initiate a fire sprinkler retrofit, the following will be added to sub-section (1):**

(1) For the purpose of determining if a change of occupancy will be a more hazardous operation requiring the retrofit of a fire sprinkler system, the “Means of Egress Hazard Categories Table” (for life safety) in the edition of the International Existing Building Code currently adopted by the City of Yuma will be referenced. See section 10.3.4.

## **Chapter 10 General Fire Safety**

### **10.1.3 Building Code. Is hereby amended by the addition of the following sentence:**

The design and construction of new structures shall comply with the current building code adopted by the City of Yuma, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the current building code adopted by the City of Yuma, shall be made in accordance therewith.

### **10.3.4 Change of Use or Occupancy Classification. Is hereby amended by the addition of the following sentence:**

No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code and the current building code adopted by the City of Yuma. Subject to the approval of the fire code official, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for the purposes in other groups without conforming to all the requirements of this code and the current building code adopted by the City of Yuma for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

### **10.12.1 Premises Identification. Is hereby amended by addition of the following sentence:**

NFPA 704, figure 9.1(c) shall be used to determine the size of address lettering and numbering.

**10.13.1 Seasonal and Vacant Building and Premises. Is hereby amended by addition of the following subsection:**

10.13.1.2 The Authority Having Jurisdiction to placard, post signs, erect barriers or take similar measures as necessary to secure public safety on any vacant, abandoned, or unoccupied building, structure, premises or portions thereof.

**Chapter 11 Building Services**

**11.3.6.1 Requirements for Standardized Fire Service Keys. Is hereby amended by addition of the following exception:**

Exception: The owner shall be permitted to place the building's non-standardized fire service elevator keys in a key box installed in accordance with section 11.3.6.5.1.1-7.

**11.12.1 Photovoltaic Systems. Is hereby amended by addition of the following reference:**

New photovoltaic systems shall be installed in accordance with section 11.10, section 11.12, NFPA 70, and the current building code adopted by the City of Yuma.

**Chapter 12 Features of Fire Protection**

**12.5 Interior Finish. Is hereby amended by addition of the following reference:**

Interior finish in buildings and structures shall meet the requirements of *NFPA 101*, this code, and the current building code adopted by the City of Yuma.

**Chapter 13 Fire Protection Systems**

**13.1.4.1 Fire Department Connection. Is hereby amended by the addition of the following sentence:**

The Fire Department Connection shall be remotely located from the building in a location approved by the AHJ.

**13.3 Automatic Sprinklers**

**13.3.2.1 to 13.3.2.29 Where Required. Is hereby amended to read as follows:**

- A. An automatic sprinkler system shall be installed throughout all levels of all buildings here after constructed, except for Group U and R-3 occupancies.
  - a. Exception 1: Buildings housing a group A-1, A-2, A-3, A-4, A-5, B, E, F-2, M, or S-2 occupancy having square footage less than five hundred (500) square feet.
    - i. Note: For the purposes of this article, fire resistive fire walls will not be considered a barrier creating a separate building.
  - b. Exception 2: Temporary use of modular or factory built structures shall not be required to provide an automatic fire sprinkler system,

provided that the use of the structure and the “Certificate of Occupancy” is limited to one year from the time of set up to removal.

- c. Exception 3: Free standing open canopy structure. When automatic fire sprinklers are not required by the current building code adopted by the City of Yuma, and when the structure meets each of the following criteria, fire sprinklers will not be required:
  - i. The structure shall not exceed 10,000 square feet.
  - ii. The entire covered area is open on all sides void of interior walls or partitions.
  - iii. Setbacks from property lines or other structures are in accordance with the current building code adopted by the City of Yuma.
  - iv. The building use is not classified as hazardous, assembly or mercantile occupancy.
  - v. Portable fire extinguishers are installed in accordance with NFPA 10.
  - vi. Open flames and devices emitting flames or creating a glow capable of igniting combustible materials shall not be used in or adjacent to the structure.
  - vii. Flammable or combustible materials and LP-Gas shall not be stored in or adjacent to the structure, except for automobile fueling islands.
  - viii. An approved water supply capable of supplying the required fire flow shall be provided.

Note: Any changes to the free standing open canopy structure or its use may result in the loss of this exception and may require a retrofit of an automatic fire sprinkler system.

- B. Retrofit of fire sprinklers to existing structures. An existing building that undergoes a “change of occupancy” as outlined in section 4.5.7, whereby the new occupancy is deemed a greater hazard than the previous occupancy, the building will be treated as a new building and may require the installation of fire sprinklers. The “Means of Egress Hazard Categories Table” (for life safety) in the edition of the International Existing Building Code currently adopted by the City of Yuma shall be referenced to determine occupancy hazard level.
- C. Any building except Group U and R-3 occupancies, which undergoes a renovation in excess of 50% of value as assessed by the building code, shall meet the requirements of this section.
- D. Any building that increases in size by a total summation of 50% as a result of one or more expansions will require a retrofit of an automatic fire sprinkler. For the purposes of this code, the current size of the building at the time of this code adoption will constitute the starting point.

**13.3.2.20.1 One and Two-Family Dwellings. Is hereby amended by deletion.**

## **Chapter 16 Safeguarding During Construction, Alteration, and Demolition Operations.**

### **16.1.1 General Requirements. Is hereby amended by addition of the following reference:**

Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 241, *Standard for Safeguarding Construction, Alteration, and Demolition Operations*, this chapter, and the current building code adopted by the City of Yuma.

## **Chapter 66 Flammable and Combustible Liquids**

### **66.21.3 General Requirements. Is hereby amended by the addition of the following paragraph:**

Any permanent tank installation over 500 gallons will require that the foundation and anchorage be engineered by a design professional registered in the State of Arizona.

## **Chapter 69 Liquefied Petroleum Gases and Liquefied Natural Gasses**

### **69.1 General Provisions. Is hereby amended by the addition of the following paragraph:**

Any permanent tank installation over 500 gallons will require that the foundation and anchorage be engineered by a design professional registered in the State of Arizona.

### **69.4.2 Operational Safety. Is hereby amended by the addition of the following paragraph:**

Dispensing, filling, and evacuating of LP gases shall be performed by a qualified person. In service training for qualified persons shall be conducted annually and current records of such training shall be maintained on site.

## **SECTION 3: That the Yuma City Code, Section 131-17, by amended to read as follows:**

### **Section 131-17. Areas Where Certain Materials are Prohibited:**

(A) *Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.* For volumes exceeding the maximum allowable quantities (as outlined in the Fire Code) the location in which storage of explosives and blasting agents is prohibited, are hereby established as follows:

(1) In all areas within the corporate limits of the city, other than those defined and designated as “light industrial” or “heavy industrial” districts by the zoning ordinance of the city, such storage is prohibited.

(2) Upon presentation of plans conforming to design criteria as established in the Fire Code and its referenced standards, the Authority Having Jurisdiction, as defined by the Fire Code, may approve the location of such storage, in areas where such storage is not prohibited by subdivision (1) above.

(B) *Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.* The limits, referred to in the Fire Code and its referenced standards, establishing districts in which the aboveground storage of flammable or combustible liquids is restricted are hereby established as follows:

(1) In all areas within the corporate limits of the city other than those defined and designated as “light industrial” or “heavy industrial” districts by the zoning ordinance of this city, the storage of flammable or combustible liquids in aboveground tanks is prohibited.

(2) Exception 1: Vaulted tanks up to 1,000 gallons which provide two-hour fire protection may be used in prohibited areas.

(3) Exception 2: Aboveground tanks up to 500 gallons in capacity may be used in commercial districts when tanks meet all setbacks, containment, and are screened from view. Screening shall meet standards set forth in the zoning ordinance.

**SECTION 4: That the Yuma City Code, Section 131-18, be amended to read as follows:**

**Section 131-18. Establishment and Duties of the Division of Community Risk Reduction:**

(A) The City of Yuma Fire Code shall be enforced by the Community Risk Reduction Division in the fire department of the City of Yuma, which is hereby established and which shall be operated under the supervision of the chief of the fire department.

(B) The fire marshal in charge of the Community Risk Reduction Division shall be appointed by the chief of the fire department on the basis of examination to determine qualifications.

**SECTION 5: That the Yuma City Code, Section 131-19, be amended to read as follows:**

**Section 131-19. Appeals:**

Whenever the Chief of the Fire Department shall disapprove an application or refuses to grant a license or permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Chief of the Fire Department to the Building Advisory Board, as established and referred to in the current adopted fire code for the City of Yuma, within 30 days from the date of the decision.

**SECTION 6:**

Should any section, paragraph, sentence, or word of this chapter, or of the code or standards hereby adopted, be declared for any reason to be invalid, it is the intent of the city that the remainder is severable, and that the city would have passed all other portions of this article independent of the elimination of any such portion as may be declared invalid.

**SECTION 7:**

Any person, firm, corporation, or entity violating any of the provisions or requirements of §§ 131-15 through 131-22 of this chapter shall be guilty of a class 1 misdemeanor and shall be punished as provided in § 10-99 of this code by a fine not to exceed \$1,000 or by imprisonment for not more than ten days or by both such fine and imprisonment. Each separate day or part thereof during which any violation of said sections occurs or continues shall be deemed to constitute a separate offense.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Moore  
City Attorney



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** City Attorney

**DIVISION:**

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

**TITLE:**  
 Yuma City Code Amendment: Title 15, Chapter 157, Section of City Code 157-01 (Definitions)

**SUMMARY RECOMMENDATION:**  
 Amend the Yuma City Code, Title 15, Chapter 15, Section 157-001 to add a definition of "biennial certified audit" and correct the title to Ordinance No. 2012-10 adopted May 2, 2012.

**REPORT:**  
 The City Council adopted Citywide Development Fees by Ordinance No. O2005-74 on September 7, 2005, subsequently amended by Ordinance No. O2010-14 on March 3, 2010 and Ordinance 2012-10 on May 2, 2012.

Arizona Revised Statutes ("A.R.S.") § 9-463.05(G) requires a municipality to appoint an infrastructure improvements advisory committee, or have a qualified professional or professionals provide a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees. The City of Yuma (City) has chosen to perform an audit, rather than appointing an advisory committee. Section 9-463.05(G), however, does not explicitly or implicitly define "certified." This proposed amendment to the Yuma City Code will distinguish the biennial certified audit pursuant to A.R.S. § 9-463.05 from the statutory audit required by A.R.S. § 9-481 of all cities and towns by a certified public accountant or a licensed public accountant. Defining biennial certified audit will also permit any qualified professional or professionals to perform the biennial certified audit.

The proposed Ordinance will also correct a scrivener's error in the title of Ordinance No. 2012-10, changing the title to read "Ordinance No. O2012-10."

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

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

|                                 |                            |            |
|---------------------------------|----------------------------|------------|
| SIGNATURES                      | CITY ADMINISTRATOR:        | DATE:      |
|                                 | Gregory K. Wilkinson       | 11/25/2014 |
|                                 | REVIEWED BY CITY ATTORNEY: | DATE:      |
|                                 | Steven W. Moore            | 11/25/2014 |
| RECOMMENDED BY (DEPT/DIV HEAD): |                            | DATE:      |
| WRITTEN/SUBMITTED BY:           |                            | DATE:      |
| Daniel R. White                 |                            | 11/14/2014 |

**ORDINANCE NO. O2014-38**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 157 OF THE YUMA CITY CODE, AS AMENDED, CORRECTING THE TITLE OF ORDINANCE NO. 2012-10 AND ADDING THE DEFINITION OF “BIENNIAL CERTIFIED AUDIT” TO THE CITY OF YUMA DEVELOPMENT FEE ORDINANCE**

WHEREAS, pursuant to Arizona Revised Statutes (“A.R.S.”) § 9-463.05, the City Council adopted the City of Yuma Development Fee Ordinance (O2005-74) on September 7, 2005 (amended by Ordinance No. O2010-14 on March 3, 2010 and Ordinance No. 2012-10 on May 2, 2012), and

WHEREAS, the intent of the City of Yuma Development Fee Ordinance is:

1. To establish uniform procedures for the imposition, calculation, collection, expenditure and administration of development fees imposed on new development;
2. To assure that new development contributes its proportionate share towards the costs of public facilities reasonably necessitated by such new development;
3. To ensure that new development receives a beneficial use from the expenditure of development fees on necessary public services and facilities;
4. To ensure that all applicable legal standards and criteria are incorporated into these procedures; and
5. To ensure that all applicable procedures and requirements of A.R.S. § 9-463.05, as amended, have been met; and,

WHEREAS, A.R.S. § 9-463.05(G) requires a municipality to appoint an infrastructure improvements advisory committee, or have a qualified professional provide a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees; and,

WHEREAS, A.R.S. § 9-463.05 does not clearly define the term “biennial certified audit”; and,

WHEREAS, an amendment to the Yuma City Code, Title 15, Chapter 157, adopted on May 2, 2012, contained a scrivener’s error and cited the amendment as “Ordinance No. 2012-10” instead of “Ordinance No. O2012-10”; and,

WHEREAS, the scrivener’s error should be corrected to reflect the accurate citation.

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

SECTION 1: That City of Yuma Development Fees Ordinance, Yuma City Code, Title 15, Chapter 157, Section 001(B), shall be amended to add the following underlined text inserted alphabetically in the definitions section:

BIENNIAL CERTIFIED AUDIT. An audit, conducted by one or more qualified professionals who are not employees or officials of the City of Yuma and who did not prepare the infrastructure improvements plan, that reviews the City of Yuma's

(1) land use assumptions, including determining whether the land use assumptions conform with the City of Yuma's general plan;

(2) the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan;

(3) development fees, including evaluating any inequities in implementing the infrastructure improvements plan or imposing the development fee.

Biennial certified audit shall not mean an audit conducted pursuant to Arizona Revised Statutes § 9-481 or require certification by a certified or licensed public accountant.

SECTION 2: The amendment titled "Ordinance No. 2012-10," adopted on May 2, 2012, shall be corrected to read "Ordinance No. O2012-10."

SECTION 3: That the remainder of the City of Yuma Development Fees Ordinance shall remain in full force and effect and unchanged.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Moore  
City Attorney



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** December 17, 2014

**DEPARTMENT:** City Attorney

**DIVISION:** City Attorney

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

**TITLE:**  
Real Property Acquisition: 3401 S. 18<sup>th</sup> Avenue and 1771 W 34<sup>th</sup> Street

**SUMMARY RECOMMENDATION:**  
Authorize the purchase of two parcels of real property to resolve water drainage issues with the Desert Hills Golf Course.

**REPORT:**  
Two parcels of real property adjacent to the Desert Hills Golf Course are subject to water run-off due to problems with a drainage channel that was constructed as part of the Dunes III subdivision infrastructure. The City of Yuma needs to acquire the two properties to remedy the drainage construction and control water run-off into retention basins.

|                        |   |   |
|------------------------|---|---|
| FISCAL REQUIREMENTS    | CITY FUNDS: \$300,000.00  | BUDGETED: \$0.00  |
|                        | STATE FUNDS: \$0.00   | AVAILABLE TO TRANSFER: \$0.00   |
|                        | FEDERAL FUNDS: \$0.00   | IN CONTINGENCY: \$0.00  |
|                        | OTHER SOURCES: \$0.00<br>\$0.00<br>\$0.00   | FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: |
|                        | TOTAL: \$300,000.00   |   |
|                        | FISCAL IMPACT STATEMENT:<br>The purchase price for both parcels is \$300,000.00. After the drainage construction is complete, the City intends to make the properties available for re-sale at market rates.  |   |
| ADDITIONAL INFORMATION | SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:<br>1.<br>2.<br>3.<br>4.<br>5.  |   |
|                        | IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?<br><br><input checked="" type="checkbox"/> Department<br><input type="checkbox"/> City Clerk's Office<br><input type="checkbox"/> Document to be recorded |   |
| SIGNATURES             | CITY ADMINISTRATOR:<br>Ricky Rinehart for Gregory K. Wilkinson  | DATE:<br>12/15/2014   |
|                        | REVIEWED BY CITY ATTORNEY:<br>Steven W. Moore   | DATE:<br>12/15/2014   |
|                        | RECOMMENDED BY (DEPT/DIV HEAD):<br>Steven W. Moore  | DATE:<br>12/15/2014   |
|                        | WRITTEN/SUBMITTED BY:<br>Rodney C. Short  | DATE:<br>12/8/2014  |
|                        |   |   |

**ORDINANCE NO. O2015-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND DIRECTING THAT CERTAIN PARCELS OF REAL PROPERTY, HEREAFTER DESCRIBED, BE ACQUIRED BY THE CITY OF YUMA, BY GIFT, EASEMENT OR PURCHASE, IN ORDER TO REMEDY THE CONSTRUCTION OF A DRAINAGE CHANNEL TO CONTROL WATER RUN-OFF AND OTHER PUBLIC PURPOSES, AND AUTHORIZING PAYMENT AND COSTS FOR THE ACQUISITION THEREOF**

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

WHEREAS, the City has identified the acquisition of a two (2) parcels of real property located in the Dunes 3 Subdivision as prone to water run-off from the neighboring Desert Hills Golf Course; and,

WHEREAS, the City needs to acquire the described property in order to reconstruct drainage to safely remove water run-off from Desert Hills Golf Course.

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

SECTION 1: It is deemed necessary and essential, as a matter of public necessity and public welfare, that two (2) parcels of real property described in Exhibit A, attached and by this reference made a part of this Ordinance, be acquired by the City of Yuma.

SECTION 2: City staff is authorized and directed to acquire the described real property by gift, easement or purchase for the City of Yuma, and all actions previously taken by City staff to initiate the acquisition are ratified.

SECTION 3: The disbursing officer of the City of Yuma is authorized and directed to pay all sums necessary to acquire the described parcels of real property, together with the payment of recording and escrow fees, title insurance, closing and all other costs necessary to the acquisition of the described real property.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Moore  
City Attorney

**EXHIBIT "A"**

**Legal Description**

A portion of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>) of Section 8, Township 9 South, Range 23 West of the Gila and Salt River Base & Meridian, City of Yuma, Yuma County, State of Arizona, and more particularly described as follows:

Lot 79 and Lot 80 of THE DUNES UNIT No. 3 Subdivision according to the plat of record in the office of the County Recorder of Yuma County Arizona, dated December 11, 1996, recorded in Book 15 of Plats, Pages 4 through 7.

Containing 25,195 square feet or 0.5784 of an acre, more or less.