

## AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
DECEMBER 18, 2012

COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
4:00 P.M. AND 6:00 P.M.

### 4:00 P.M. MEETING

*Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.*

1. **CALL TO ORDER**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

**MISSION STATEMENT**

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. **Consideration of Minutes:** City Council Work Session of November 27, 2012; December 4, 2012, Council Meeting; December 11, 2012, Special Meeting (Executive Session); December 11, 2012, Work Session; and December 12, 2012, Budget Work Session.

**RECOMMENDED ACTION:**

Approve/Amend the minutes of the City Council Work Session of November 27, 2012; December 4, 2012, Council Meeting; December 11, 2012, Special Meeting (Executive Session); December 11, 2012, Work Session; and December 12, 2012, Budget Work Session.

**5. PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

**6. PROCLAMATIONS AND RECOGNITIONS****7. APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

**A. Consideration of Appointments: Heritage Preservation Commission.****RECOMMENDED ACTION:**

Make one At-Large appointment to a term expiring December 2014.  
Make one At-Large appointment to a term expiring December 2015.

**B. Consideration of Appointments: Planning and Zoning Commission.****RECOMMENDED ACTION:**

Make three appointments to terms expiring December 2015.

**C. Consideration of Appointments: Sustainability Commission.****RECOMMENDED ACTION:**

Make two appointments to terms expiring October 2015.

**D. Consideration of Appointments: Open Space Commission.****RECOMMENDED ACTION:**

Make one Real Estate appointment to a term expiring April 2013.

**E. Consideration of Appointments: Disability Awareness Commission.****RECOMMENDED ACTION:**

Make three appointments to terms expiring March 2016.  
Make one appointment to a term expiring March 2014.

**8. LIQUOR LICENSE PUBLIC HEARINGS**

None submitted

**9. CONSENT ITEMS**

**ALL MATTERS UNDER 'CONSENT AGENDA' ARE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION APPROVING THE RECOMMENDATIONS LISTED ON THE AGENDA. UNLESS OTHERWISE INDICATED, EXPENDITURES APPROVED BY COUNCIL ARE BUDGETED ITEMS.**

**A. Consideration and Approval of Bids: 2004 Scraper Refurbishment****RECOMMENDED ACTION:**

Consider approving the proposal from Empire Machinery in the amount of \$371,610 for refurbish plus 10% contingency of \$37,161.

**B. Consideration of Contracts: On-Call Professional Water, Wastewater, Energy Engineering Consulting Services.****RECOMMENDED ACTION:**

1. Approve the twelve (12) On-Call Engineering Consulting Service Contracts for Wastewater Treatment, Water Treatment and Energy Efficiency, not to exceed \$250,000 annually per firm in each discipline
2. Authorize the City Manager to execute the necessary documents

**C. Consideration and Approval of Bids: Tires, tubes and recaps from Northern Arizona Tire utilizing the Western States Contract Alliance (WSCA) # ADSP012-021289.****RECOMMENDED ACTION:**

City staff is requesting authorization to purchase tires and tubes on an as needed basis for the City Fleet Department, through the Western States Contract Alliance.

**10. ROUTINE ITEMS****A. Consideration and Adoption of Resolution No. 2012-42: A Resolution of the City Council of the City of Flagstaff, Arizona authorizing the City Manager to negotiate and execute those contracts and agreements necessary for the successful promotion, production and presentation of the 2012 Dew Downtown Flagstaff Snowboard and Ski Festival.****RECOMMENDED ACTION:**

Read Resolution No. 2012-42 by title only.  
Adopt Resolution No. 2012-42.

**B. Consideration and Adoption of Resolution No. 2012-43: A resolution of the Mayor and Council of the City of Flagstaff, Arizona declaring for purposes of section 1.150.2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to Forest Health and Water Supply Protection and a Core Services Maintenance Facility.****RECOMMENDED ACTION:**

Read Resolution No. 2012-43 by title only.  
Adopt Resolution No. 2012-43.

**RECESS****6:00 P.M. MEETING****RECONVENE****NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to

A.R.S. §38-431.03(A)(3).

**11. ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

**12. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

**13. PUBLIC HEARING ITEMS**

- A. Public Hearing and Possible Action:** Consideration of Ordinance No. 2012-17 to amend the official zoning map for a site of approximately 9.02 acres at 2400 North Gemini Drive from Rural Residential (RR to Research & Development (R&D) (conditional).

**RECOMMENDED ACTION:**

Open the public hearing.  
Receive citizen input.  
Close the public hearing.

Council may consider the following:

Read Ordinance # 2012-017 for the first time by title only on December 18, 2012.

Read Ordinance # 2012-017 for the second time by title only, and adopt the ordinance on January 15, 2013.

**14. REGULAR AGENDA**

No items submitted

**15. DISCUSSION ITEMS**

- A. Discussion Item:** Amendment to Rules of Procedure to address how an item is placed on an agenda.

**RECOMMENDED ACTION:**

Provide direction to the City Manager.

- B. Discussion Item:** Zoning Code Amendment Process

**RECOMMENDED ACTION:**

Determine the process for deciding which Policy items associated with the Zoning Code will be evaluated.

**16. PUBLIC PARTICIPATION**

**17. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

**18. ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

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

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 12/13/2012  
**Meeting Date:** 12/18/2012



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**TITLE**

**Consideration of Minutes:** City Council Work Session of November 27, 2012; December 4, 2012, Council Meeting; December 11, 2012, Special Meeting (Executive Session); December 11, 2012, Work Session; and December 12, 2012, Budget Work Session.

**RECOMMENDED ACTION:**

Approve/Amend the minutes of the City Council Work Session of November 27, 2012; December 4, 2012, Council Meeting; December 11, 2012, Special Meeting (Executive Session); December 11, 2012, Work Session; and December 12, 2012, Budget Work Session.

**INFORMATION**

The above-referenced minutes are attached for your review/amendment/approval.

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**Attachments:** [CCWS.11.27.2012.Minutes](#)  
[CCRM.12.04.2012.Minutes](#)  
[CCSM.12.11.2012.Minutes](#)  
[CCWS.12.11.2012.Minutes](#)  
[CCWS.12.12.2012.Minutes](#)

## MINUTES

WORK SESSION  
TUESDAY, NOVEMBER 27, 2012  
COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
6:00 P.M.

Mayor Nabours called the Flagstaff Work Session of November 27, 2012, to order at 6:05 p.m.

### **Notice of Option to Recess Into Executive Session**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

#### 1. **ROLL CALL**

##### **Councilmembers present:**

MAYOR NABOURS  
VICE MAYOR EVANS  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER BREWSTER  
COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER WOODSON

##### **Councilmembers absent:**

None

Others present: City Manager Kevin Burke; City Attorney Rosemary Rosales

#### 2. **Public Participation (Non-Agenda Items Only):**

Public Participation enables the public to address the council about items that **are not** on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Joe Ray, Flagstaff, addressed the Council about a violation he received concerning his mailbox; he requested changes in the process.

Cathy Ann Trotta, Flagstaff, addressed the Council to request they look at a resolution that was adopted in 2001 that related to the Patriot Act.

Rudy Preston, Flagstaff, addressed the Council about the conditions of the jail holding facility and suggested Council tour the facility.

Katie Nelson, Flagstaff, expressed her concern about the information presented at the last Council meeting about the elections process. She would like to see a change in how the City is conducting elections.

Hailey, Flagstaff, addressed the condition of the holding cells at the City jail.

**3. Preliminary Review of Draft Agenda for the December 4, 2012, City Council Meeting.\***

*\*Public comment on draft agenda items will be taken under "Review of Draft Agenda Items" (Item No. 9) later in the meeting. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk. The item will be called out during the second "Review of Draft Agenda Items" to allow citizens the opportunity to comment. Citizens are also encouraged to submit written comments.*

None.

**4. Presentation by Julian Avila with Arizona Department of Transportation (ADOT) on ADOT Funding Policy.**

Julian Avila with Arizona Department of Transportation (ADOT) Public Affairs presented a PowerPoint Presentation about ADOT's funding needs.

Mr. Avila asked Council to provide comments and input to the State Legislators requesting funding to ADOT for infrastructure needs.

Mr. Avila discussed the ongoing partnerships with private entities to fund the various projects throughout the state.

Council asked about the possibility of toll roads especially on isolated roads in need of service. Mr. Avila explained that toll roads are still part of the general funding discussion, but ADOT is not looking to add more roads. There have been requests for toll roads in the past but they were denied because it was not a new structure. The toll road concept will be entertained as the need may arise.

Council asked for a breakdown of how the money ADOT has for projects is dispersed, specifically what is for rural projects and what is for metropolitan projects. This would help in understanding how the money benefits Flagstaff and the surrounding region. Mr. Avila indicated that he did not have this information with him but would get back with the Council once that information is compiled.

Mr. Avila explained that the only avenues that exist for collecting revenues are from the gas tax and from toll roads and to increase funding there would need to be an increase in the gas tax.

**5. Draft Parks and Recreation Master Plan Review.**

Elizabeth Anderson, Community Enrichment Services Director, presented a PowerPoint presentation that reviewed the finance portions of the Parks and Recreation Master Plan. She said that staff will be returning to Council on December 18<sup>th</sup> with a recommendation to adopt the plan by Resolution.

Council asked for an explanation of the park maintenance numbering system and the distinction of the different levels of park maintenance. Steve Zimmerman, Parks Superintendant, explained that the different levels have to do with the frequency of the tasks at each park. For example, level one and two parks may be serviced once a week and level 3 or 4 may be every other week and so on. Service level 1 is the highest maintenance and level 6 is the least. Most parks are currently maintained at a level 3.

Council asked Mr. Zimmerman to explain what he feels is the higher priority, maintaining parks at a service level two or acquiring and building new facilities. Mr. Zimmerman explained that maintaining the parks at the highest level possible before building new facilities should be top priority. Additionally, improving the current parks is important before adding new facilities.

Council requested that a numbering system similar to what is used for park maintenance be assigned to the recreation facilities and services. The numbering system helps to put into perspective the areas that need improvement.

There was additional discussion about the process of adopting the Parks and Recreation Master Plan. Council asked for an additional work session to discuss the finance section in more detail. Council would like further information about the various courses of action listed in the plan; they would like to see more possibilities as opposed to concrete actions.

Rudy Preston addressed the Council regarding the Parks and Recreation Master Plan with comments and suggestions.

Mayor Nabours requested that the draft Parks and Recreation Master plan along with the draft Water Policy be posted on the front page of the City's website.

A break was held from 7:27 p.m. to 7:39 p.m.

**6. Presentation on Principles of Sound Water Management - Water Policies.**

Mr. Burke explained that the draft water policy has been reviewed by the Water Commission and that time has been set aside at each work session for the Council to review and provide feedback to staff. He clarified it is a policy, not an ordinance, similar to that of the regional plan or the Parks and Recreation Master Plan.

Council requested that they be provided with a draft that references those items that have already been codified as this will help to guide the conversation.

Brad Hill, Utilities Director, gave a PowerPoint presentation on the Principles of Sound Water Management – Water Policies. The first section for review is finance.

Individuals addressing the Council regarding the Water Policy with comments and requests for clarification were:

- James Martin
- Dawn Dyer
- Rudy Preston
- Katie Nelson
- Thomas Lang
- Charles Seiverd
- Cerissa Hoglander

Council requested clarification on item A1.3. Mr. Hill explained that this section would relate to a development such as a low income development or subsidized housing. Other sources for funding could include the general fund.

Council requested clarification of some items in the policy, as there is confusion with the wording in the first part of the policy that states that subsidies will come from other resources but later in the document it references subsidizing reclaimed water through all users. The policy needs to be clearer in how the two are different.

With regards to the purchase of a water company Council requested that language be included in the policy that makes reference to creating an improvement district to pay for any improvements needed to bring the facility up to City standard.

With reference to section A3.1, the rate structure should be designed to promote conservation. Council suggests that this could be a standalone policy.

Council also made the following suggestions:

- Adding the word potable to end of section A3.4.
- Review wording of section A1.5c to make sure it is clear.
- Including the Recapture Policy that was established years ago could be included in the policy so people are informed and it is a good tool.
- Possibly reword section A1.5d from a customer service perspective.

Council asked for clarification on what standards that the City follows, EPA or ADEQ, as it relates to water. Mr. Hill explained that the City abides by both, the US EPA sets the guidelines for reclaimed water and the State abides by EPA standards but has additional standards of their own.

## **7. Discussion to identify technical and policy amendments to the Flagstaff Zoning Code.**

Roger Eastman, Zoning Code Administrator, presented a table of technical and policy amendments to the Flagstaff Zoning Code.

Council asked how staff is alerting the various parties affected by the amendments. Mr. Eastman explained that not much outreach had been done yet but as the finalizing of the amendments get closer, there will be further, more extensive outreach to the public.

Members of Council requested that the list be reviewed item by item to see if there is consistency among the Council to move forward with drafting the amendments. This would save staff from holding unnecessary public meetings.

Individuals addressing the Council regarding the possible amendments with comments and requests for clarification were:

Kathy Chandler, Flagstaff, speaking regarding the accessible parking amendments.  
Todd Garfield, Flagstaff, speaking regarding the accessible parking amendments.  
Marilyn Weisman, Friends of Flagstaff's Future, speaking about zoning map amendments.

Mr. Eastman indicated that many of the amendments have already been written and suggests taking them to the Planning and Zoning Commission for review and recommendation.

**8. Review of Draft Agenda Items for the December 4, 2012, City Council Meeting.\***

*\* Public comment on draft agenda items will be taken at this time.*

Mayor Nabours indicated that he had some questions related to the commission appointments that he would be speaking to the Clerk about.

**9. Informational Items To/From Mayor, Council, and City Manager.**

Mr. Burke announced that the agreed upon date of the first mini budget retreat is the morning of December 12th in the Council Conference Room.

Councilmember Brewster reported that Dr. Haeger gave an informative forum on new methods of getting students information and how they do their classes. She said it was very innovative and different.

Vice Mayor Evans invited Council to come to the next meeting of the Coconino County Workforce Initiative on December 5 at 1:30 pm at the County's Health and Human Services building on 4<sup>th</sup> Street. Clarence Carter, Director of Arizona Department of Economic Security, will be at the meeting to talk about the changes to the 40+ safety net programs that the state currently has and the possible construction of a new DES building in Flagstaff.

She also stated that she has been getting a lot of public comments about not having Council meeting presentation materials prior to the meetings; she asked if the City could request these presentations early so they can be included in the packet for posting.

**10. Public Participation**

None.

**11. Adjournment**

The Flagstaff City Council Work Session of November 27, 2012, adjourned at 9:39 p.m.

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MAYOR

ATTEST:

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CITY CLERK

# MINUTES

REGULAR COUNCIL MEETING  
TUESDAY, DECEMBER 4, 2012  
COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
4:00 P.M. AND 6:00 P.M.

## 4:00 P.M. MEETING

### 1. CALL TO ORDER

Mayor Nabours called the meeting to order at 4:05 P.M.

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

### 2. ROLL CALL

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

Present:

MAYOR NABOURS	
VICE MAYOR EVANS	COUNCILMEMBER ORAVITS
COUNCILMEMBER BAROTZ	COUNCILMEMBER OVERTON
COUNCILMEMBER BREWSTER	COUNCILMEMBER WOODSON

Also present: City Manager Kevin Burke; Chief Deputy City Attorney Michelle D'Andrea.

### 3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

#### MISSION STATEMENT

*The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.*

Mayor Nabours read the Mission Statement of the City.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. **Consideration of Minutes:** Flagstaff City Council Regular Meeting of November 6, 2012; Flagstaff City Council Budget Retreat of November 14-15, 2012; Flagstaff City Council Special Meeting (Executive Session) of November 15, 2012; Flagstaff City Council Regular Meeting of November 20, 2012; and Flagstaff City Council Special Meeting (Executive Session) of November 27, 2012.

**Mayor Nabours moved to approve the minutes as listed [the minutes of the Flagstaff City Council Regular Meeting of November 6, 2012; Flagstaff City Council Budget Retreat of November 14-15, 2012; Flagstaff City Council Special Meeting (Executive Session) of November 15, 2012; Flagstaff City Council Regular Meeting of November 20, 2012; and Flagstaff City Council Special Meeting (Executive Session) of November 27, 2012]; seconded by Councilmember Oravits; passed unanimously.**

5. **PUBLIC PARTICIPATION.**

**Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.**

None.

6. **PROCLAMATIONS AND RECOGNITIONS**

None submitted

7. **APPOINTMENTS**

**Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body..., pursuant to A.R.S. §38-431.03(A)(1).**

- A. **Consideration of Appointments:** Beautification & Public Art Commission.

**Councilmember Barotz moved to appoint Dan Hunt to the Beautification & Public Art Commission, as a Hospitality representative, for a term expiring June 2015; appoint Robert Chambers as a Design Professional**

representative, with a term expiring June 2015; appoint Vicky Foster as an At-Large representative, term expiring June 2015; and appoint Emma Gardner as an At-Large representative, term expiring June 2013; seconded by Councilmember Oravits; passed unanimously.

B. **Consideration of Appointments:** Airport Commission.

Vice Mayor Evans moved to reappoint April Gavin to the Airport Commission with a term expiring October 2015 and appoint James Wallace with a term expiring October 2015; seconded by Councilmember Barotz; passed unanimously.

C. **Consideration of Appointments:** Water Commission.

Councilmember Overton moved to reappoint Hanna Cortner and Brian Ketter to the Water Commission, with terms expiring December 2015; reappoint Richard Kersey with a term expiring December 2014; seconded by Councilmember Brewster; passed unanimously.

Councilmember Brewster moved to appoint John Malin to the Water Commission with a term expiring December 2015; seconded by Councilmember Overton; passed unanimously.

Mayor Nabours thanked Mr. Turner for applying and for his prior service.

D. **Consideration of Appointments:** Building & Fire Code Board of Appeals.

Councilmember Woodson moved to reappoint Kenneth Krenke to the Building & Fire Code of Appeals for a term expiring October 2016; reappoint Greg Hancock to a term expiring October 2017; and appoint David Merrell and Mitchell Walzer to terms expiring October 2017.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

None submitted

9. **CONSENT ITEMS**

**ALL MATTERS UNDER 'CONSENT AGENDA' ARE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION APPROVING THE RECOMMENDATIONS LISTED ON THE AGENDA. UNLESS OTHERWISE INDICATED, EXPENDITURES APPROVED BY COUNCIL ARE BUDGETED ITEMS.**

A. **Consideration and Approval of Funding Request:** Consideration and approval of an adjustment of the Section 8 Housing Choice Voucher Program payment standard to exceed 110% of the Section 8 Fair Market Rents for zero and one bedroom units.

FHA Director Mike Gouhin explained that HUD annually publishes a schedule of rates for all bedroom sizes. For the zero bedroom unit the City was requesting approval for an increase of 115% over Fair Market Rate, and an increase of 120% for the one-bedroom unit. The 120% increase must go before HUD as well for approval. He said that it was strictly HUD monies; the City distributes the funding through the Housing Authority.

Brief discussion was held on whether there was a point in which they would encourage a family to go for a two-bedroom unit versus a one-bedroom since the one-bedrooms are in such high demand. Ellen Ishii with the FHA said that they monitor the requests closely.

B. Approval of the 2013 City of Flagstaff Legislative Priorities Agenda.

Councilmember Barotz thanked staff for including the document regarding protocol, adding that it was clear and helpful.

**Vice Mayor Evans moved to approve Consent Items 9-A and 9-B; seconded by Councilmember Brewster; passed unanimously.**

10. **ROUTINE ITEMS**

None submitted

**RECESS**

The Regular Meeting of the Flagstaff City Council of December 4, 2012, recessed at 4:22 p.m.

**6:00 P.M. MEETING**

**RECONVENE**

Mayor Nabours reconvened the Regular Meeting of the Flagstaff City Council of December 4, 2012, at 6:01 p.m.

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. **ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

Present:

MAYOR NABOURS  
VICE MAYOR EVANS  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; Chief Deputy City Attorney Michelle D'Andrea.

12. **CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

None.

13. **PUBLIC HEARING ITEMS**

None submitted

14. **REGULAR AGENDA**

- A. **Consideration and Approval of Grant Agreement:** Design Drainage Improvements - Westplex Taxilane Reconstruction.

Grants Manager Stacey Brechler-Knaggs said that this was an ADOT grant with a 90/10 match with construction funds coming from FAA. The construction estimate is \$5 million that will come in the form of a \$1 million entitlement for FY12, another \$1 million in FY13, and \$3 million in discretionary funds. She clarified that there was a \$20,000 change order authority in which 10% would come from City funds.

**Councilmember Overton moved to approve [the grant agreement with the Arizona Department of Transportation Multimodal Planning Division Aeronautics Group and authorize the acceptance of grant funding in the amount of \$498,886]; seconded by Councilmember Brewster; passed unanimously.**

- B. **Consideration and Approval of Service Agreement:** Supplemental Agreement No.1, Pulliam Airport Master Plan Improvements, Design Services for the Westplex Taxilanes Reconstruction Project.

**Councilmember Brewster moved to approve Supplemental Agreement Number 1 with Kimley-Horn and Associates, Inc., in the amount of \$203,176.00 subject to acceptance of a grant from the Arizona Department of Transportation, Multimodal Planning Division, Aeronautics; seconded by Vice Mayor Evans; passed unanimously.**

**Councilmember Woodson moved to authorize a Change Order Authority in the amount of \$20,317 to cover the potential costs associated with unanticipated or additional items of work; seconded by Councilmember Brewster; passed unanimously.**

**Councilmember Woodson moved to authorize the City Manager to execute the necessary documents; seconded by Councilman Oravits; passed unanimously.**

15. **DISCUSSION ITEMS**

A. **Discussion Item:** Sidewalk Ordinance

Mayor Nabours withdrew his request to consider this item at this time and will bring it back to Section 15 on a later meeting.

16. **PUBLIC PARTICIPATION**

The following individuals addressed the Council regarding the water main break in the Oak Park Manor area:

Lisa Raynor  
Barbara Bartell  
Dan Frazier  
Brad Garner

17. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

Mayor Nabours clarified that at the last meeting they discussed possible changes to the Zoning Code and comments were made that they should vote on the individual items as to whether they proceed for further consideration. His thought was that it was a moving document and once it is fully presented to the Planning and Zoning Commission and the public, then it would come back to the Council, and they could vote on the items, line by line if needed.

Mayor Nabours reported on the Lego League competition held at the Coconino High School last weekend. He said that it tied in with the Council's recent adoption of supporting the City as a STEM (Science, Technology, Engineering & Math) community.

Councilmember Oravits said that he has been approached by several people regarding a possible *Tough Mudder*, which is some type of endurance competition, and asked if that could be looked into further.

He noted that last week at his daughter's school, Knowles Elementary, they had a STEM night, which was good.

He reported that he and others attended the Water Update Session held in Prescott Valley last week and found it very informative.

He reported that he and Vice Mayor Evans toured the County Jail facility yesterday and while the City received complaints of its condition in the past, he found it to be in very good condition.

Vice Mayor Evans thanked the Boy Scout group for attending the meeting this evening.



**MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, DECEMBER 11, 2012, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA**

I. Call to Order

Mayor Nabours called the meeting to order at 3:07 p.m.

II. Roll Call

Present:

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; City Attorney Rosemary Rosales.

III. Recess into Executive Session

**Councilmember Oravits moved to recess into Executive Session; seconded by Councilmember Woodson; passed unanimously.** The Flagstaff City Council recessed into Executive Session at 3:07 p.m.

IV. EXECUTIVE SESSION:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. City Manager Annual Evaluation.

B. Discussion or Consultation with the City's Attorney for legal advice; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and

discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; pursuant to ARS §§38-431.03(A)(3), (4) and (7), respectively.

- i. Core Services Maintenance Facility.
- ii. Property on South San Francisco - Tourist Home.

C. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §§38-431.03(A)(3) and (4), respectively.

- i. Gore Development and Pre-annexation Agreement.

V. Adjournment

The Flagstaff City Council reconvened into Open Session at 6:01 p.m. at which time the Special Meeting of December 11, 2012, adjourned.

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MAYOR

ATTEST:

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CITY CLERK

## MINUTES

WORK SESSION  
TUESDAY, DECEMBER 11, 2012  
COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
6:00 P.M.

Mayor Nabours called the Flagstaff Work Session of December 11, 2012, to order at 6:09 p.m.

### **Notice of Option to Recess Into Executive Session**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

#### 1. **ROLL CALL**

##### **Councilmembers present:**

MAYOR NABOURS  
VICE MAYOR EVANS  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER BREWSTER  
COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON

##### **Councilmembers absent:**

COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; City Attorney Rosemary Rosales

#### 2. **Public Participation (Non-Agenda Items Only):**

Public Participation enables the public to address the council about items that **are not** on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

None.

**3. Preliminary Review of Draft Agenda for the December 4, 2012, City Council Meeting.\***

*\*Public comment on draft agenda items will be taken under "Review of Draft Agenda Items" (Item No. 9) later in the meeting. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk. The item will be called out during the second "Review of Draft Agenda Items" to allow citizens the opportunity to comment. Citizens are also encouraged to submit written comments.*

None.

**4. Presentation by Homer Rodgers, Assistant Deputy Director of the Arizona Department of Veterans Services, regarding a potential Veterans Home and Cemetery in Bellemont, Arizona.**

Homer Rodgers, Assistant Deputy Director of the Arizona Department of Veterans Services, provided Council information about the recently received funding for a Veterans cemetery adjacent to Camp Navajo in Bellemont.

It will take 18 months to construct the cemetery with construction starting this year. Additionally, there is a Veterans home projected to be erected in Bellemont to serve Veterans in the area. Design services for the home are expected to start in 2017.

Mr. Rodgers provided a binder of pictures and information about the proposed facilities to Council.

Council requested information about the issue of getting Veterans certified at the federal level and the long wait associated with this process.

Mr. Rodgers explained that due to the backlog there it is currently a 286 day waiting period at the Veterans Affairs federal level. Lobbying to congress is needed to get additional support services to help process these requests more timely.

Council asked about the matching grant dollars needed for the Veteran home facility and if the City could help in anyway. Mr. Rodgers explained that the Federal Government should put up the matching funds due to the need of the facility in the region. There is a 65/35 match for the grant; a 90 bed facility will cost approximately \$20-\$22 million to construct. The matching funds could come from any source so long as approved by state legislature to construct.

Joe Lincoln, Administrator of State Cemeteries, explained that the State Veterans Cemetery is the final benefit that can be offered to veterans. The goal is to have no family have to drive more than an hour to arrive at a cemetery to pay respects to their loved ones.

At a minimum the cemetery is designed to serve the needs of the community for at least 50 years. The National Cemetery Administration is always looking at space savings in their designs and it is anticipated that this cemetery will serve much longer than 50 years.

**5. Presentation regarding Flagstaff employee pension programs.**

Mr. Burke introduced Alan McGuire, an Economist with an extensive background in the Arizona retirement system.

Mr. McGuire gave a very detailed PowerPoint presentation about the current state of the Arizona State Retirement System (ASRS) and the Public Safety Personnel Retirement System (PSPRS), attached hereto and made a part hereof as Exhibit A.

ASRS is a great retirement system on a national basis with the healthiest health insurance plan in the country. The investment returns from the ASRS are rated number one or two in the country as well.

PSPRS is also a great retirement system but has bigger issues than the ASRS. This is in part due to the difference in contribution rates and the unexpected liabilities that drive those rates up especially for smaller work forces, such as Flagstaff. There have been significant improvements to the system over the last few years.

The differences between the two systems are the contribution rates from the employer and employee. There is also a difference in the general attitude between the systems. The average PSPRS member is conscious of the 20 year and out program and that benefit counterbalances the contribution they have to make into the system; whereas the typical ASRS employee who started at age 25 is not eligible to retire until age 65.

Council inquired about the possibility of withdrawing from the system and the impacts that it may have.

Mr. McGuire explained that the option does exist for new employees; the City cannot take away the benefit from those already in the system. The result of this action would be that the contribution rate would go up dramatically for those remaining in the system but there would be a decline in covered employees over time. Additionally, there would always be a division in the organization based on the more favorable system at the time.

The challenge becomes attracting and keeping employees. Currently, less risk taking individuals tend to enter the public sector. Public sector individuals do earn significantly less wages but trade that for the higher retirement benefits.

A break was held from 7:34 p.m. to 7:44 p.m.

**6. Presentation of Feasibility Study Results-Composting Portions of Municipal Solid Waste within the City of Flagstaff.**

Item postponed to a later date.

**7. Presentation on Flagstaff Convention & Visitors Bureau (CVB) Re-Imaging.**

Heidi Hansen, Flagstaff Convention and Visitors Bureau (CVB) Director, presented a PowerPoint presentation on the re-imaging of Flagstaff, attached hereto and made a part hereof as Exhibit B.

The CVB is looking at new methods for reaching Flagstaff visitors and travelers. The new campaign is scheduled to launch in May 2013.

Council explained that the photos seemed to only be promoting outdoor and sporting activities. There are other activities in Flagstaff that may be intriguing for many, for example the Museum of Northern Arizona, Flagstaff Symphony and Theatrikos, etc. Council requested that as the CVB continues to get photographs that more indoor arts and cultural events and activities be included.

Council also suggested getting input from the City's Boards and Commissions.

Heather Ainardi, Marketing and Public Relations Manager, addressed the Council about the various media outlets that are being used to promote Flagstaff. The outlets include print, online, radio, Trip Advisor website and a contract with an online placement agency that identifies locations to post ads based on activity.

Council asked about the branding and perception of Flagstaff outside of Arizona. Ms. Ainardi explained that the focus groups that the CVB uses are out of Phoenix; there currently has not been anything researched outside of Arizona. They would keep that concept in mind when generating future focus groups and questions.

**8. Support for the Coconino County Teacher of the Year Program.**

Mr. Burke explained that he was approached by the Coconino County Superintendent's office as they are looking to develop a teacher of the year program that recognizes teachers in Coconino County, and they asked if the City would like to be a part of the program. At the most basic level the City would offer their logo and show support for the program; a more increase level would be a monetary sponsor of an award.

Council requested further information on the criteria used to determine the recipients of the award. Council agreed that support of the program is fine through the use of our logo and general support. Monetary support can come from the individual level. It was suggested that Councilmembers could donate their own funds and then as a group provide that to the County.

**9. Review of Draft Agenda Items for the December 18, 2012, City Council Meeting.\***

*\* Public comment on draft agenda items will be taken at this time.*

Scott Overton explained that he appreciated the questions that Mr. Burke posed regarding the Solid Waste scraper purchase and would be looking for the responses.

**10. Public Participation**

None.

**11. Informational Items To/From Mayor, Council, and City Manager.**

Councilmember Oravits shared his opportunity to go on the BNSF Holiday Express on Sunday. It was an excellent event with over 400 people on the train mostly active military and families. Each car was done up to represent the glory days of train travel.

Mayor Nabours had the experience of a lifetime riding in the bucket of the ladder truck Friday night around town and lighting the tree in Heritage Square.

Mayor Nabours also participated in the ceremony of Lighting of the Menorah in the City Hall lobby; the event was well attended and very nice.

Councilmember Brewster reported that the NAU graduations on Friday have been rescheduled due to the impending storm. The 9:00 A.M. ceremony is now scheduled to start at 10:00 A.M., the 1:00 P.M. ceremony and the 5:00 P.M. ceremony have been combined into a 3:00 P.M. start time ceremony.

Mr. Burke reminded Council about the mini-budget retreat scheduled for 8:00 a.m. tomorrow morning in the Council Conference Room.

**12. Adjournment**

The Flagstaff City Council Work Session of December 11, 2012, adjourned at 8:18 p.m.

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MAYOR

ATTEST:

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CITY CLERK

# MINUTES

BUDGET WORK SESSION  
WEDNESDAY, DECEMBER 12, 2012  
COUNCIL CONFERENCE ROOM – CITY HALL  
211 WEST ASPEN  
8:00 A.M.

1. **Call to Order**

Mayor Nabours opened the Budget Work Session at 8:06 a.m. and welcomed everyone.

2. **Roll Call**

Council present:

Mayor Nabours  
Vice Mayor Evans  
Councilmember Barotz  
Councilmember Brewster  
Councilmember Oravits  
Councilmember Overton  
Councilmember Woodson

Council absent:

None

3. **Presentations on Budget-related topics:**

Mr. Burke explained that the mini-retreats had been scheduled in response to questions raised during the Budget Retreat held in November. He noted that some had been scheduled for today as well as January 11, 2013, and January 22, 2013.

- **Stormwater**

Malcolm Alter, Stormwater Program Manager, gave a PowerPoint presentation on the Stormwater Division which addressed:

ORGANIZATIONAL CHART  
STORMWATER UTILITY FEE EXPENSES BY PROGRAM  
ADMINISTRATIVE TO OPERATIONS

Discussion was held on how to move more resources (money) from the left side of the pie chart (personnel/operations) to the right side (projects).

DRAINAGE IMPROVEMENT PROGRAM  
DrIP PROJECTS FY12/13 THRU FY 17/18

Discussion was held on why they designate a separate line item on the water bills for stormwater. The history of the fee and its separate line on the bill was reviewed.

- FUTS Signage

Martin Ince, Multi Modal Transportation Planner, reviewed the FUTS signage project, explaining that the City had received a grant from the Recreational Trails Program through Arizona State Parks for \$227,777 to help fund fabrication and installation of approximately 450 signs along the 50+ miles of trails. He said that the City's match was \$65,223 with one-sixth of that coming from BBB funds and five-sixths coming from transportation.

It was noticed that this was included in the budget, but has not been expended yet, other than approximately \$35,000 on design and programming for the sign project. The award of the construction would come before Council if they use an outside agency. Mr. Burke noted that the Council had already approved acceptance of the grant.

Stacey Brechler-Knaggs, Grants Manager, clarified that the grant had been accepted and they have a signed IGA. After some questions, she said that they do not have to spend the entire grant amount, which would also reduce their match.

- Consultants

Barbara Goodrich, Management Services Director, reviewed a handout which addressed the different consultants included in the budget and their funding sources. It was noted that on an average they only spend 50% of what is budgeted, but they do not add that surplus each year, they just carry the number forward, so there is not an accumulation of reserve funds.

Discussion was held on where in the process the Council had input on the use of consultants. It was agreed that there needed to be better communication with the public on what the consultant is doing and the product being received from them.

Discussion was also held on the fact that consultants are often used when there is a very specific project needing expertise that City staff does not have, or oftentimes staff does not have the time to devote to a project. It was noted that it is more cost-effective to utilize a consultant for specific projects rather than employ additional staff. It was also noted that sometimes a consultant is used for credibility when the public may be skeptical of staff's input on a project.

Mr. Burke said that 50% of what is spent on consultants is through grants. Additionally, another third is funded with one-time funds, leaving only around \$300,000 as ongoing. He said that the Council would normally see the grant funding through the acceptance process and the one-time money would be brought to Council during the budget process. He said that the April Retreat was usually where the Council would get a review of these funds.

Brief discussion was held on the procurement process of the City, noting that items over \$50,000 have to be brought before Council for approval. Staff added

that even those items under \$50,000, while the City Council may not review them, they do go through a stringent budget/finance process.

Staff was asked to be sensitive to ensuring that the Council was made aware of the products delivered to the City. They may see the grants and requests for approval, but sometimes they do not see what is delivered. Mayor Nabours asked if the threshold was at the correct level.

Vice Mayor Evans said that sometimes it is more an issue of whether the Council believes in the project rather than the consultant itself. She said that if someone did not believe in the FUTS project, as an example, they could have a threshold of \$500 and would still be against it, but a majority would move the process forward.

Due to the time constraints Mr. Burke said that they would move the CD items to the January 22, 2013, mini-retreat and after the break hear from Fire and Sustainability. A break was held from 9:47 a.m. to 10:00 a.m.

- Fire - General Administration

Fire Chief Iacona reported that his department received word last week that the American Heart Association has invited the City of Flagstaff and Guardian Ambulance to participate in a training program for CCR, which is CPR without mouth-to-mouth. He then introduced Deputy Fire Chief Jerry Bills who gave a PowerPoint presentation which addressed:

ORGANIZATIONAL CHART  
TWO-TIERED EMERGENCY MEDICAL SERVICE RESPONSE  
HOW OUR EMS SYSTEM WORKS  
UNITS RESPOND  
MAP  
PATIENT TREATMENT  
UNKNOWN MEDICAL OR "MAN DOWN"  
MULTIPLE DISCIPLINARY RESPONSE RESOURCES  
MULTIPLE ALS PROVIDERS  
PATIENT AND RESPONDER SAFETY  
FFD AND GMT PERSONNEL ARE CROSS-TRAINED ON EQUIPMENT AND  
PATIENT MANAGEMENT  
EMS STATISTICS  
OTHER MODELS-Medical Rover  
OTHER MODELS-Ambulance Only  
OTHER MODELS-City Transport  
SUMMARY

Discussion was held on the reasoning behind the two-tiered response system. Chief Bills explained that the City of Flagstaff has an agreement with Flagstaff Medical Center, whose doctors oversee patient care. There is a set of protocol, or standing orders on how they deal with different situations. The hospital provides guidance, continuing education, remediation when there is an error, and the City gets their medications through them in a trade-out process.

Chief Iacona explained that in the event that they are unable to determine what the medical issue is then they have to provide ALS (Advanced Life Support). The hospital wants the fastest, highest level of care given to the patient. He added that the Two-Tier System is the industry standard across the country.

When asked if the department leaves the City limits, Chief Bills said that they have a five-mile radius in which they will respond, based on past councils' direction. They have mutual aid agreements with other agencies and also pre-arranged agreements along the Interstate.

Chief Bills gave some history on the rescue units, noting that back in 2008 the plan was to have two rescue units, but they have not been able to achieve that goal at this time.

Chief Iacona said that there are two areas of the City where they struggle to protect—the Shadow Mountain area and the NAU campus.

Discussion was held on why they need to send two units for a broken leg, for example if someone fell off the ladder putting up lights. Vice Mayor Evans said that she has received a lot of complaints as well, but she sees this as a societal issue. There may be another medical reason why that person fell off the ladder to begin with. They may have had a heart attack or stroke; those calling in may not know all of the facts. She said that she would like to see more enforcement on those people not pulling over when emergency vehicles are traveling down the road.

Brief discussion was also held on fuel management.

The following items were moved to the January 22, 2013, mini-retreat.

- Community Development/Planning & Development - Code Compliance
- Community Development/Planning & Development - Building Inspection
- Community Development/Planning & Development - Advance Planning
- Community Development/Planning & Development
  
- Sustainability

Rebecca Sayers, Public Works Section Head, presented a PowerPoint presentation regarding the Sustainability Section which addressed:

REGULATORY COMPLIANCE  
HAZARDOUS PRODUCTS CENTER  
SUSTAINABILITY PROGRAM  
MUNICIPAL SUSTAINABILITY PLAN  
COMMUNITY PROGRAMMING  
ADDITIONAL REVENUE AND IN-KIND CONTRIBUTIONS \$2,829,427  
90% MORE REVENUE BROUGHT IN THAN BUDGET  
ENVIRONMENTAL CODE ENFORCEMENT

Mayor Nabours said that a criticism he receives a lot is that the City charges the \$4/month fee to get money, and then they decide how to spend it.

Ms. Sayers said that their programming is determined by requests from the community and their partners, such as the sustainable business assessment. She said that the Open Space Commission has been handed around the City and the Commission and constituents were being asked to do more than they were able to provide, especially when the Initiative programming became available. They did hire a person, but the funding was available, and now they have that grant and an opportunity to preserve Picture Canyon.

Ms. Sayers explained how the staffing worked, noting that those under the Environmental Management Program were very fluid, moving where the work was. She said that the asbestos reporting is a federally-mandated building-owner responsibility. The City owns upwards of 70 facilities that they are responsible for knowing where the asbestos is, manage it to keep it in place or know when it will be disturbed. They do an annual inspection of all facilities to ensure that it has not been disturbed, and they also provide ongoing training for staff. They also work with contractors coming in and doing work in the facilities.

She said that the Indoor Air Quality is very minor, perhaps five to ten complaints a year.

Brief discussion was held on the opportunity to outsource some of the work. Ms. Sayers said that staff tries to do as many due diligence surveys, or Environmental Phase I's, in house, if it is a small property, such as FUTS trail acquisition. She said that they are small parcels and the chance that there is environmental contamination is small. The work they do takes about five hours and a report is written and provided to the Real Estate Manager, with an estimated cost of \$200. If they hired a consultant, they would be paying \$800 to \$1,000 on a piece of property that size. By doing it themselves they can get the same level of work, cheaper and quicker.

Vice Mayor Evans left the meeting at this time (11:28 a.m.)

Ms. Sayers continued that when that individual is not performing those surveys they are preparing training for the next asbestos class, doing inspections, working at the Hazardous Products Center, addressing complaints, working with facilities, etc. She said that they have the work and they employ the proper amount of employee time to respond to the work needs of the City.

She then reviewed the number of employees within the department and their duties. Mayor Nabours said that it was not their intention today to destroy morale. The reason for so many questions is that the Council is the lightning rod and they need to know how to answer questions when they are asked.

Discussion was held on what would be cut if they were to reduce the \$4/month fee to \$2/month. History of the fee was then reviewed and Council discussed the benefits of separating the fee on the monthly water bills.

Ms. Sayers said that she understood the questions as she receives them as well. She said that they appreciate the opportunity to explain how the section operates. She said that they are very fiscally-conscientious and they only finish the programs they need. She said that when the fee was raised this year in July to \$4/month they got close to covering the cost of the programs, but they did not go over. That was a conscious decision of the Council at that time.

Councilmember Oravits suggested that if they did ever get to a point of having money left over, perhaps they could work with the Fire Department and address the forest and fuel management.

4. **Adjournment**

The Budget Work Session of December 12, 2012, of the Flagstaff City Council adjourned at 11:46 a.m.

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MAYOR

ATTEST:

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CITY CLERK

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 12/04/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration of Appointments:** Heritage Preservation Commission.

**RECOMMENDED ACTION:**

Make one At-Large appointment to a term expiring December 2014.  
Make one At-Large appointment to a term expiring December 2015.

**Policy Decision or Reason for Action:**

By making the above appointments, the Heritage Preservation Commission will be at full membership and will be able to continue meeting on a regular basis. There are two applications on file; please review the attached matrix for applicants and their qualifications.

Lynne Corbin (currently serving 1st term)  
Phillip Scandura Jr. (currently serving 1st term)

**Financial Impact:**

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

**Connection to Council Goal:**

Effective governance.

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

- 1) Appoint two Commissioners: By appointing members at this time, the Heritage Preservation Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

**Background/History:**

The Heritage Preservation Commission consists of seven citizens serving three-year terms. Two positions represent historic owners, two positions represent the architecture industry, and three positions are at-large seats. There are currently two at-large seats available.

The Heritage Preservation Commission locates sites of historic interest in the City, advises the City Council on all matters relating to historic preservation, and reviews development projects in the downtown design review district.

**Key Considerations:**

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

**Expanded Financial Considerations:**

None.

**Community Benefits and Considerations:**

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

**Community Involvement:**

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

**Expanded Options and Alternatives:**

**COUNCIL INTERVIEW TEAM:** Councilmember Brewster and Councilmember Oravits

**Council Action:**

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**Attachments:**     [Heritage Preservation Roster](#)  
                          [Heritage Preservation Authority](#)  
                          [Heritage Preservation Applicant Roster](#)  
                          [Heritage Preservation Applicant Matrix](#)  
                          [Heritage Preservation Applications](#)



## City of Flagstaff, AZ

### HERITAGE PRESERVATION COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Corbin, Lynne</u></b> AT LARGE Project Coordinator/NAU-Institute for Human Development 215 North Park Flagstaff, AZ 86001 Work Phone: 523-7038 Term: (1st 8/10 - 12/11)	<b>08/18/2010</b>	<b>12/11</b>	<b>No</b>
<b><u>Day, Jonathan</u></b> HISTORIC PROPERTY OWNER Self Employed 209 E. Cottage Ave. Flagstaff, AZ 86001 Home Phone: 928-853-3503 Term: (1st 8/12 - 12/13)	<b>08/27/2012</b>	<b>12/13</b>	<b>No</b>
<b><u>Dunn, Laurel</u></b> HISTORIC PROPERTY OWNER Owner/England House Bed & Breakfast 614 W. Santa Fe Ave. Flagstaff, AZ 86001 Home Phone: 214-7350 Term: (1st part. 08/10-12/12; 2nd 12/12 - 12/15)	<b>08/27/2012</b>	<b>12/15</b>	<b>10/20/2011</b>
<b><u>Paradis, Thomas</u></b> PROFESSIONAL Associate Professor/Northern Arizona University 4696 S. House Rock Trail Flagstaff, AZ 86001 Home Phone: 523-5853 Term: (1st 6/06-12/08; 2nd 12/08-12/11; 3rd 12/11-12/14)	<b>08/27/2012</b>	<b>12/14</b>	<b>04/24/2008</b>



## City of Flagstaff, AZ

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<b><u>Rummel, Rich</u></b>	<b>03/01/2011</b>	<b>12/13</b>	<b>10/08/2008</b>
AT-LARGE Retired 4790 Elves Chasm Trail Flagstaff, AZ 86001 Home Phone: 774-1127 Term: (1st 04/08-12/10; 2nd 12/10 - 12/13)			
<b><u>Scandura, Philip</u></b>	<b>08/18/2010</b>	<b>12/12</b>	<b>No</b>
AT LARGE Staff Engineer - Aerospace/Honeywell 4853 S. Bright Angel Trail Flagstaff, AZ 86001 Home Phone: 214-8194 Term: (1st 8/10 - 12/12)			
<b><u>Zimmerman, David</u></b>	<b>08/27/2012</b>	<b>12/15</b>	<b>No</b>
PROFESSIONAL Planner/Historic Preservation Specialist/ADOT 3001 N. Schevene Blvd. Flagstaff, AZ 86004 Home Phone: 380-3057 Term: (1st 12/12 - 12/15)			

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**Staff Representative: Karl Eberhard**

**As Of: November 29, 2012**

CHAPTER 2-19  
HERITAGE PRESERVATION COMMISSION

SECTIONS:

2-19-001-0001 COMMISSION ESTABLISHED; ORGANIZATION:

SECTION 2-19-001-0001 COMMISSION ESTABLISHED; ORGANIZATION:

There is hereby created a commission to be known as the City of Flagstaff Heritage Preservation Commission.

A. ESTABLISHMENT OF THE COMMISSION.

1. The membership of the Commission shall consist of seven (7) voting members who must meet the requirements of the City Charter of the City of Flagstaff and be appointed by the City Council. In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first District are created, to represent those additional Districts and help develop and adopt Design Guidelines for those Districts.
2. The terms of appointment for this Commission shall be three years, or until a successor is appointed, except that the initial appointments may be for less than three years to establish "staggered" terms. The Commission shall, by majority vote, elect a Chairperson and Vice-Chairperson and shall meet at such times and dates as the Commission shall designate. The Chairperson and Vice-Chairperson shall serve terms of one year.
3. Members shall serve without compensation.
4. Appointed members shall meet the following qualifications, to the extent possible:
  - a. All should have a demonstrated interest in the history of the community and be committed to represent not only their specific areas of expertise, but also the community at large.
  - b. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.
  - c. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.

- d. At least three (3) members shall be from the general community.
5. Any member may satisfy more than one of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.

(Ord. No. 2005-08, Amended 04/05/2005; Ord. No. 2007-07, Amended 02/06/2007)

B. MEETINGS; BUDGET. Subject to State law, the operational regulations of the Commission shall include the following:

1. The Commission shall at a minimum hold at least one regular meeting quarterly, but shall normally hold monthly meetings. For the purpose of considering Certificates of Appropriateness, meetings may be held at any time, with ten (10) days notice, on the written request of any two of the Commission members or on the call of the Chairperson, the Planning Director or the Mayor. The Chairperson shall set the meeting times.
2. A quorum for the transaction of business shall consist of four (4) of the Commission's members. If additional members are appointed in the future, a quorum for the transaction of business shall consist of 51% of the total membership.
3. The Commission shall adopt rules for the transaction of its business and keep a record of its resolutions, transactions, findings and determinations, which shall be a public record.
4. At the time provided by law for the submission of budget estimates, the Commission shall submit an itemized estimate of its contemplated expenditures for the ensuing year, showing the amount proposed to be expended. The Mayor and Council shall make an appropriation for financing the Commission's expenditure, in such an amount as the Mayor and Council may deem necessary and appropriate.
5. If a member is absent for three (3) meetings within a twelve month period, excused or unexcused, that member may be replaced by the City Council.

(Ord. No. 2005-08, Amended 04/05/2005)

C. POWERS AND DUTIES. Subject to state law and the procedures prescribed herein, the City of Flagstaff Heritage Preservation Commission shall have and may exercise the following powers, duties, and responsibilities:

1. The Commission may recommend to the City Council that properties be designated landmarks or historic design review districts, subject to the procedures and requirements of this

Ordinance. See Title 10, Chapter 15 of this Code for the Purpose, Applicability, Procedures and Requirements of this Ordinance.

2. The Commission shall increase public awareness of the value of historic, cultural and architectural preservation by developing and participating in public education programs.
3. The Commission shall advise and assist owners of landmarks or historic structures on physical and financial aspects of preservation, renovation, rehabilitation, and reuse.
4. The Commission shall make recommendations to the City Council concerning the utilization of federal, state, local or private funds to promote the preservation of landmarks and historic districts within the City.
5. The Commission may recommend acquisition of landmark structures by the City where their preservation is essential to the purposes of this Ordinance and where private preservation is not feasible, and where either imminent demolition is pending, or required maintenance of said structures according to City Building Codes has not been accomplished for a period in excess of one year due to deficiencies of ownership affecting maintenance, and where preservation of said structures is related to some other existing plan or report.
6. The Commission shall review and make decisions on any development application for a Certificate of Appropriateness and require the same plans submitted for the Development Review Board, plus applicable elevation drawings.
7. The Commission shall develop and adopt Design Guidelines for historic and non-historic structures within designated design review districts, or individual historic structures or landmarks, to assist property owners and developers in preservation, renovation, rehabilitation, and reuse of historic structures and others within designated districts. If there is more than one designated district, the Commission shall develop appropriate Design Guidelines for each district. The Design Guidelines, and major amendments thereto, shall be subject to a Public Hearing before the Commission, including notification of the property owners within the district to which they would apply, per procedures outlined in Section 10-15-003-0002 of this Code.
8. The Commission shall carry out other such duties as determined by the City Council; and present other recommendations they deem pertinent.

(Ord. No. 1857, Enacted, 02/07/95)

(Ord. No. 1997, Amended, 06/15/1999)



## City of Flagstaff, AZ

### HERITAGE PRESERVATION COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Corbin, Lynne</u></b> Project Director/Northern Arizona University 215 N. Park Drive Flagstaff, AZ 86001 Home Phone: 928-774-8471			No
<b><u>Scandura, Philip</u></b> Staff Engineer/Honeywell Aerospace 4853 S. Brian Angel Trl. Flagstaff, AZ 86001 Home Phone: 928-214-8194			No

**Staff Representative: Karl Eberhard**

**As Of: December 04, 2012**

Positions and Terms to be Filled

Applications  
Received  
From:

	Incumbent	At-Large Dec-14	At-Large Dec-15
Lynne Corbin	X		
Philip Scandura, Jr.	X		



Indicates positions that the City Council can appoint the Applicant.  
Indicates that Applicant is not eligible for this position.

10/19/12  
SS

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

DATE: 10/19/2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Historic Preservation Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Property owner

YOUR NAME: Lynne Corbin HOME PHONE: 928-774-8471

HOME ADDRESS: 215 North Park Drive ZIP: 86001

MAILING ADDRESS (If Different from Above): Same

EMPLOYER: Northern Arizona University JOB TITLE: Project Director

BUS. PHONE: CELL: E-MAIL: Lynne.Corbin@nau.edu

PLEASE INDICATE PREFERRED TELEPHONE:  HOME  WORK  CELL

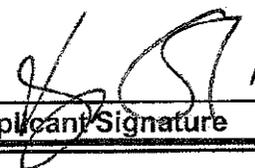
**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

As I noted in my initial application, I have no professional expertise in the area of historic preservation. I do, however, have an interest in the city's effort to identify, preserve, and share Flagstaff's significant history especially as it applies to significant structures and landmarks. In my opinion our visible links with our history is what makes living in and visiting Flagstaff so appealing.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

Gads! Additional pages?! It's very simple; I'd like to offer something to my community. I think this commission is a worthwhile effort. I feel bring a slightly different perspective to this group.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

  
\_\_\_\_\_  
Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Revd 1/24/12  
SS

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

DATE: 11/28/2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Heritage Preservation Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Member At Large

YOUR NAME: Philip Anthony Scandura, Jr. HOME PHONE: 928-214-8194

HOME ADDRESS: 4853 S Bright Angel Trl; Flagstaff AZ ZIP: 86001

MAILING ADDRESS (If Different from Above): \_\_\_\_\_

EMPLOYER: Honeywell Aerospace JOB TITLE: Staff Engineer

BUS. PHONE: 928-214-8195 CELL: \_\_\_\_\_ E-MAIL: pascandura@npgcable.com

PLEASE INDICATE PREFERRED TELEPHONE:     HOME         WORK         CELL

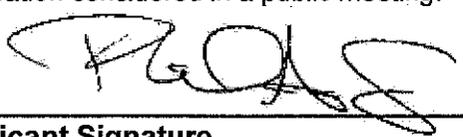
**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

Please see attached resume

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

Current HPC member seeking second term.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.



Applicant Signature

## **Resume of Philip Anthony Scandura, Jr.**

4853 South Bright Angel Trail  
Flagstaff, Arizona 86001

H (928) 214-8194  
W (928) 214-8195

H pascandura@npgcable.com  
W philip.scandura@honeywell.com

### **SERVICE OBJECTIVE**

Since moving to Flagstaff in January 2007 I have been active in various City and community groups, as I firmly believe that "just living here" isn't good enough, rather that one must be involved and "give back" to their community. Outlined below is my broad spectrum of service that has provided me a better understanding of Flagstaff, its people, and the challenges we face as a community.

### **CITY SERVICE**

#### City of Flagstaff Heritage Preservation Commission (August 2010 - present)

Serve as Commissioner at-large. Head of the Interpretive Signage working group for the Route 66 Park.  
City Staff contact: Karl Eberhard

#### City of Flagstaff Board of Adjustment (May 2010 - present)

Serve as Commissioner.  
City Staff contact: Roger Eastman

#### City of Flagstaff Land Development Code Rewrite (2009 - 2011)

Served as active member of two citizen focus groups, Neighborhood and Downtown.  
Served as Vice Chair of the Signage Focus Group.  
Served as member of the Citizen Advisory Group.  
Provided extensive reviews/comments/recommendations of draft code.  
Participated in micro-scale analysis working group, analyzing a slice of the Townsite Historic District.  
Performed East Route 66 commercial properties survey, providing photographs and brief historic backgrounds of all properties situated along East Route 66 between the intersections of Elden Street and Fanning Drive.  
City Staff contact: Roger Eastman

### **COMMUNITY SERVICE**

Flagstaff Leadership Program - Class of 2011, *The Class That Gets It*  
NACET Mentoring Program (2011-present) - Volunteer Technical Mentor  
Flagstaff High School Site Council (2011-present) - Parent Representative  
United Way Volunteer Income Tax Assistance Program (2010 Tax Season) - Volunteer Tax Screener  
NAU Geography Department (Fall Semester 2008, 2009, 2010) - Volunteer Teaching Assistant

### **PROFESSIONAL CAREER SUMMARY**

Employed with Honeywell Aerospace (Phoenix, Arizona) since 1984.  
Over 25 years of experience in the system definition and implementation of avionics systems, for use in safety-critical and mission-critical applications. During my tenure at Honeywell, both as team lead and team member, I have designed and implemented avionics systems for use in commercial, regional, business, and commuter aircraft, as well as human-rated space vehicles. I have 15 years of experience in program management, customer support, and technical trainer. I served for 8 years as a certified FAA Designated Engineering Representative, specializing in the certification of critical systems and equipment for aircraft. I am author/editor of two avionics texts, as well as numerous papers on Integrated Vehicle Health Management concepts.

### **EDUCATION**

University of Phoenix, Masters of Business Administration in Technical Management, 2002.  
Arizona Secondary School Teaching Certificate, 1995-2008. Math, science, and computers emphasis.  
University of Missouri-Rolla, Bachelor of Science in Electrical Engineering, 1984.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 12/04/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration of Appointments:** Planning and Zoning Commission.

**RECOMMENDED ACTION:**

Make three appointments to terms expiring December 2015.

**Policy Decision or Reason for Action:**

By making the above appointments, the Planning and Zoning Commission will be at full membership and will be able to continue meeting on a regular basis. There are seven applications on file, they are as follows:

David Carpenter (currently serving 1st term)  
John Johnson  
Tina Pfeiffer (currently serving 1st term)  
Mickey Mercer  
Blake Nabours  
Alan Novack (currently serving 1st term)  
David Zimmerman

**Financial Impact:**

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

**Connection to Council Goal:**

Effective governance.

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

- 1) Appoint three Commissioners: By appointing members at this time, the Planning and Zoning Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.





## City of Flagstaff, AZ

### PLANNING AND ZONING COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Carpenter, David</u></b> Owner/Hope Construction 538 S. Fountaine St. Unit 3 Flagstaff, AZ 86001 Cell Phone: 380-5808 Term: (1st 2/10-12/12)	02/16/2010	12/12	03/18/2010
<b><u>Dorsett, Stephen</u></b> President/Architect/Shapes & Forms Architects 1823 W. Heavenly Court Flagstaff, AZ 86001 Work Phone: 213-9626 Term: (1st 6/09-12/10; 2nd 12/10-12/13)	12/21/2010	12/13	10/20/2011
<b><u>McCarthy, Jim</u></b> Sr. Project Engineer/Retired from Honeywell 2087 W. Fresh Aire St. Flagstaff, AZ 86001-2898 Home Phone: 779-3748 Term: (1st 2/08-12/10; 2nd 12/10-12/13)	12/22/2010	12/13	04/24/2008
<b><u>Moore, Paul</u></b> Architect/Self 1665 N. Turquoise Dr. Flagstaff, AZ 86001 Work Phone: 773-1624 Term: (1st 9/10-12/11; 2nd 12/11-12/14)	09/21/2010	12/14	08/24/2008
<b><u>Novack, Alan</u></b> Retired 1626 Prairie Way Flagstaff, AZ 86004 Home Phone: 526-5677 Term: (1st 2/10-12/12)	02/02/2010	12/12	03/18/2010



## City of Flagstaff, AZ

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<b><u>Pfeiffer, Tina</u></b>	<b>09/06/2011</b>	<b>12/12</b>	<b>02/16/2012</b>
Senior Loan Officer/Metlife Home Loans 1605 N. Wood Hollow Way Flagstaff, AZ 86004 Cell Phone: 600-3143 Term: (1st 9/11-12/12)			
<b><u>Ramsey, Justin</u></b>	<b>02/07/2012</b>	<b>12/14</b>	<b>No</b>
Senior Project Manager/Westland Resources, Inc. 950 N. Sinagua Hts. Drive Flagstaff, AZ 86001 Home Phone: 928-606-3598 Term: (1st 2/12-12/14)			

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**Staff Representative: Mark Sawyers**

**As Of: December 03, 2012**

CHAPTER 2-01  
PLANNING AND ZONING COMMISSION

SECTIONS:

<u>2-01-001-0001</u>	CREATION OF COMMISSION
<u>2-01-001-0002</u>	PERSONNEL OF THE COMMISSION
<u>2-01-001-0003</u>	DIRECTOR OF PLANNING
<u>2-01-001-0004</u>	ORGANIZATION AND RULES
<u>2-01-001-0005</u>	DUTIES AND FUNCTIONS
<u>2-01-001-0006</u>	MASTER PLAN
<u>2-01-001-0007</u>	PURPOSES OF MASTER PLAN
<u>2-01-001-0008</u>	ADOPTION OF MASTER PLAN
<u>2-01-001-0009</u>	LEGAL STATUS OF MASTER PLAN
<u>2-01-001-0010</u>	ACT AS ZONING COMMISSION
<u>2-01-001-0011</u>	PREPARE SUBDIVISION REGULATIONS
<u>2-01-001-0012</u>	ADDITIONAL DUTIES
<u>2-01-001-0013</u>	PUBLIC HEARINGS

SECTION 2-01-001-0001      CREATION OF COMMISSION

There is hereby established a City Planning and Zoning Commission for the City under the provisions of the Arizona Revised Statutes as applicable.<sup>1</sup> (Ord. 339, 10-8-45)

<sup>1</sup>A.R.S., sec. 9-461.02.

SECTION 2-01-001-0002      PERSONNEL OF THE COMMISSION

A. The City Planning and Zoning Commission shall consist of seven (7) members appointed by the Mayor and Council. The City Engineer shall be a technical advisor to the Commission but shall have no vote in the proceedings of the Commission. The Development Services Director shall also be an ex-officio member of the City Planning and Zoning Commission but shall have no vote in any of the meetings or proceedings of such Commission. In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission. All members of the Commission shall serve as such without compensation, and the citizen members shall hold no other City office, except that they may serve as members of another city board or commission. The terms of ex-officio members shall correspond to their respective official tenures. The term of each citizen member shall be three (3) years or until his successor takes office. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired portion of the term. The citizen members may be removed by the Mayor and Council for inefficiency, neglect of duty or malfeasance in office or in accordance with the Board and Commission Members' Handbook adopted by resolution of the City Council. (Ord. 1826, 12/21/93)

B. In addition to the causes for removal set out in the Board and Commission Members' Handbook, a member accumulating any combination totaling eight (8) absences from regularly scheduled meetings in any given calendar year will be automatically removed from the Commission and a replacement appointed by the City Council. An unexcused absence is defined as the failure of the member to notify the Planning and Development Section of his or her inability to attend at least by ten o'clock (10:00) A.M. the day prior to the regularly scheduled meeting. (Ord. 1427, 3-4-86)

(Ord. No. 1826, Amended, 12/21/93); (Ord. No. 2007-09, Amended 02/06/2007)

SECTION 2-01-001-0003 DEVELOPMENT SERVICES DIRECTOR:

The Development Services Director may be appointed by the City Manager and shall be qualified by special training and experience in the field of city planning. The Director shall be a regular technical advisor of the City Planning and Zoning Commission and may also be designated its Executive Secretary. The Development Services Director shall also be an ex-officio member of the Planning and Zoning Commission but shall have no vote in any of the meetings or proceedings of such Commission. (Ord. 859, 10-24-72); (Ord. No. 2007-09, Amended 02/06/2007)

SECTION 2-01-001-0004 ORGANIZATION AND RULES:

The Commission shall elect a Chairman from among the citizen members and shall elect such other officers as it may determine. The term of Chairman shall be one year with eligibility for re-election. The Commission shall hold at least one regular meeting each month. It shall adopt rules for the transaction of business and keep a record of its resolutions, transactions, findings and determinations, which shall be a public record. (Ord. 339, 10-8-45)

A quorum shall be one more than half of the voting membership of the Commission.

(Ord. No. 2007-09, Amended 02/06/2007)

SECTION 2-01-001-0005 DUTIES AND FUNCTIONS:

The Mayor and Council may, by resolution or otherwise, request from the Commission a report or recommendation in connection with any matter relating to the physical development of the City. The Commission shall have authority to make such investigations, maps and reports and recommendations in connection therewith as seem desirable.

In every case where the Commission disapproves a matter which, under the terms of this Chapter the Mayor and Council are required officially to submit to the Commission for approval, disapproval or recommendation, the Commission shall communicate its reasons to the Mayor and Council which shall have the power to overrule the disapproval. Failure of the

Commission to act within thirty (30) days from the date of official submission to it, or such longer period as may be designated by the Mayor and Council, shall be deemed to be approval.

In every case, all decisions of the Planning and Zoning Commission may be appealed to the City Council by any interested party, a taxpayer, or a City official, and such appeal will be heard within thirty (30) days of the taking of the action appealed from. (Ord. 859, 10-24-72)

SECTION 2-01-001-0006 MASTER PLAN:

The Commission shall formulate and adopt a comprehensive and long-term Master Plan for the development of the City and of any land outside the City which, in the opinion of the Commission, bears a relation to the planning of the City, and to make changes in, additions to or extensions of such Plan. The Master Plan with the accompanying maps, plats, charts and descriptive matter shall show the Commission's recommendations for the development of said territory including, among other things:

- A. The general location, character and extent of streets, parks, playgrounds, squares, waterways, aviation fields and other public ways, grounds and open spaces.
  - B. The general location of public buildings and other public property.
  - C. The general location and extent of public utilities for water, light, sanitation, transportation, communication, power and other purposes.
- The removal, relocation, widening, narrowing, vacating, abandonment, change of use or extension of any of the foregoing ways, grounds, open spaces, buildings, property, utilities or terminals.
- E. The general character, location and extent of community centers or housing developments.
  - F. A zoning plan and regulations as hereinafter provided.

SECTION 2-01-001-0007 PURPOSES OF MASTER PLAN:

In the preparation of the Master Plan, the Commission shall make careful and comprehensive surveys and studies of present conditions and prospective future growth of the territory under its jurisdiction. The Master Plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the City which will, in accordance with present and future needs and resources, best promote health, safety, morals, order, convenience, prosperity and general welfare.

SECTION 2-01-001-0008 ADOPTION OF MASTER PLAN:

The Commission may adopt the Master Plan as a whole by a single resolution, or it may, by successive resolutions, adopt separate parts of the Plan corresponding with functional divisions of the subject matter of the Plan. Before the adoption of the Plan or any part, amendment, extension or addition, the Commission shall hold at least one public hearing thereon. The adoption of the Plan or any part thereof shall be by resolution carried by the affirmative vote of not less than five (5) members of the Commission. The resolution shall refer expressly to the maps and descriptive and other matter intended by the Commission to form the whole or part of the Master Plan, and the action taken shall be entered upon the map, Plan and descriptive matter over the signature of the Chairman or Secretary of the Commission. The map, Plan and descriptive matter shall be a public record.

SECTION 2-01-001-0009 LEGAL STATUS OF MASTER PLAN:

The legal status of the adopted Master Plan or any part thereof shall be that of an official guide for the Commission in the performance of its duties and functions under this Chapter. Whenever the Commission shall have adopted and the Mayor and Council approved the Master Plan or part thereof, thereafter, before any street, park or other public way, ground or space, public building or structure, public utility facility or any other public work shall be authorized or constructed in the City, the location, character and extent thereof shall be submitted for approval, disapproval or recommendation to the Commission. The Commission shall be guided by the provisions of the Master Plan in making its recommendation. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land for, or sale or lease of any public street, park or other public way, ground or space, any public building or structure, any public utility facility or any other public work shall be subject to similar submission.

SECTION 2-01-001-0010 ACT AS ZONING COMMISSION:

The City Planning and Zoning Commission created in this Chapter shall be and act as the Zoning Commission of the City, and all duties and powers granted to zoning commissions under State law shall be exercised by the City Planning and Zoning Commission.

Before any change in or departure from the text of the zoning regulations or map shall be made by the Mayor and Council, it shall first submit such changes to the Commission for its approval, disapproval or suggestion.

SECTION 2-01-001-0011 PREPARE SUBDIVISION REGULATIONS:

The City Planning and Zoning Commission shall prepare regulations governing the subdivision of land in accordance with sections 9-463 to 9-463.04 of the Arizona Revised Statutes. Such regulations may provide for the following:

- A. The harmonious development of the City and such territory outside of the corporate limits of the City over which the Mayor and Council have platting jurisdiction under sections 9-474 to 9-479, inclusive, and section 9-1141 of the Arizona Revised Statutes.
- B. The coordination of streets within subdivisions with other existing or planned streets or with other features of the adopted Master Plan.
- C. Adequate open spaces for traffic, recreation, light and air.
- D. The conservation of or production of adequate transportation, water drainage and sanitary facilities.
- E. The avoidance of population congestion.

The regulations shall be published as provided by law for the publication of ordinances and before adoption a public hearing shall be held thereon.

A copy thereof shall be certified by the Commission to the Mayor, Council and the Board of Supervisors.

After the Commission has adopted and the Mayor and Council approved said subdivision regulations, the Mayor and Council shall not approve any plat of a subdivision presented to it before first submitting the same for approval or disapproval to the Commission.

SECTION 2-01-001-0012 ADDITIONAL DUTIES:

The Commission shall, from time to time, recommend to the Mayor and Council programs for public works and improvements and for the financing thereof. The Commission shall have authority to promote public interest in, and understanding of the plans prepared by it and to that end may publish and distribute copies of the Master Plan or of any report relative thereto, and may employ such other means of publicity and education as it may determine.

It shall consult and advise with public officials and agencies, public utility companies, civic, educational, professional and other organizations, and with citizens in relation to the protecting or carrying out of the plans prepared by it. The Commission shall have the right to accept and use gifts for the exercise of its functions. All public officials shall, upon request, furnish to the Commission, within a reasonable time, such available information as it may require for its work. The Commission, its members, officers and employees in the performance of their functions may enter upon any land and make examinations and surveys and place and maintain necessary monuments and marks thereon. In general, the Commission shall have such authority as may be necessary to enable it to fulfill its functions, promote planning and carry out the purposes of this Chapter.

SECTION 2-01-001-0013 PUBLIC HEARINGS:

Public notice of any hearing for which provision is made in this Chapter shall be deemed to have been given when a notice setting forth the general purpose of the hearing, together with the time and place, has been published one time in a newspaper of general circulation in the City not less than fifteen (15) days prior to the date of the hearing.

Public notice of one or more hearings may be included within the same note and a copy thereof posted on a bulletin board in front of the regular meeting place of the Mayor and Council. (Ord. 339, 10-8-45)



## City of Flagstaff, AZ

### PLANNING AND ZONING COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Carpenter, David</u></b> Owner/Hope Construction 538 S. Fontaine St. Unite 3 Flagstaff, AZ 86001 Cell Phone: 928-380-5808			No
<b><u>Johnson, John "Jack"</u></b> Teacher/Coconino County School 2563 Cliffview St. Flagstaff, AZ 86001 Home Phone: 774-4560			No
<b><u>Mercer, Mickey</u></b> Retired School Teacher 2315 N. Lantern Ln. Flagstaff, AZ 86001 Cell Phone: 928-853-4064			No
<b><u>Nabours, Blake</u></b> Teacher/FUSD 3221 W. Dannielle Dr. Flagstaff, AZ 86001 Cell Phone: 928-699-1307			No
<b><u>Novak, Alan</u></b> Retired 1626 N. Prairie Way Flagstaff, AZ 86004 Cell Phone: 928-853-9350			No
<b><u>Pfeiffer, Tina</u></b> Mortgage Loan Officer/Prime Lending 4391 E. Savannah Cir. Flagstaff, AZ 86004 Cell Phone: 928-600-3143			02/16/2012



## *City of Flagstaff, AZ*

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**Zimmerman, David**

**No**

Planner/Historic Preservation Specialist/Arizona  
Department of Transportation  
3001 N. Schevene Boulevard  
Flagstaff, AZ 86004  
Home Phone: 380-3057

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**Staff Representative: Mark Sawyers**

**As Of: December 12, 2012**

11/6/12  
5

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

**DATE:** 11/6/2012

**BOARD/COMMISSION YOU WISH TO SERVE ON:** Planning & Zoning

**IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:**

**YOUR NAME:** David Carpenter **HOME PHONE:** 928-380-5808

**HOME ADDRESS:** 538 S Fountaine St. Unit 3 **ZIP:** 86001

**MAILING ADDRESS (If Different from Above):**

**EMPLOYER:** Hope Construction **JOB TITLE:** Owner

**BUS. PHONE:** 928-527-3159 **CELL:** 928-380-5808 **E-MAIL:** dcarpenter@hopeconstructionaz.com

**PLEASE INDICATE PREFERRED TELEPHONE:** HOME WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

As a general contractor and small in-fill developer I bring real world community development business experiences to benefit the board and therefore the public. I have the ability to fully comprehend blueprints, CUP applications, and code updates as they apply to the work on the commission, and believe my input is well balanced and represents a unique perspective as a developer/builder.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I started my service on the commission at a very interesting time. The complete re-write of the LDC was underway and I found that to be engaging, informative, and well worth the effort. As commissioner's our ideas and input were received and processed by staff in a careful manner, and in many ways we helped shape the new policy. I am excited about heading into the Regional Plan discussions and hope that we can offer the same input and help the community shape its collective vision for Flagstaff's future.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

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**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

**PLEASE TYPE OR PRINT IN BLACK INK  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

**DATE:** 1/25/12

**BOARD/COMMISSION YOU WISH TO SERVE ON:** Planning and Zoning

**IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:**

**YOUR NAME:** John D. Johnson **HOME PHONE:** 9287744560

**HOME ADDRESS:** 2563 South Cliffview Street, Flagstaff, AZ **ZIP:** 86001

**MAILING ADDRESS (If Different from Above):**

**EMPLOYER:** Coconino County Schools **JOB TITLE:** Teacher

**BUS. PHONE:** 9287744560 **CELL:** 9286074011 **E-MAIL:** jjohnson1241@gmail.com

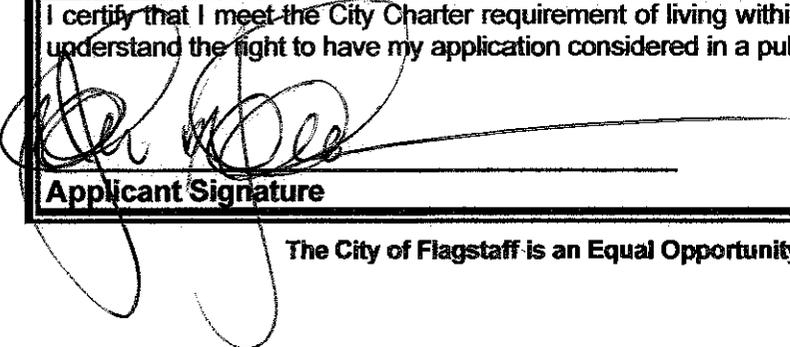
**PLEASE INDICATE PREFERRED TELEPHONE:**  HOME  WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

President- Williams Education Association, Sunset Toastmasters. Member Boulder Pointe HOA.  
FLP Class of 2008-2009

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

To serve my community

I certify that I meet the City Charter requirement of living within the Flagstaff City limits and that I have read and understand the right to have my application considered in a public meeting.  
  
**Applicant Signature**

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Rec'd  
12/10/12

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**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

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**DATE:** Dec. 10, 2012

**BOARD/COMMISSION YOU WISH TO SERVE ON:** Planning and Zoning Commission

**IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:**

**YOUR NAME:** Mickey J Mercer **HOME PHONE:** 928-853-4064

**HOME ADDRESS:** 2315 N Lantern Ln **ZIP:** 86001

**MAILING ADDRESS (if Different from Above):**

**EMPLOYER:** Retired School Teacher **JOB TITLE:**

**BUS. PHONE:** **CELL:** 928-853-4064 **E-MAIL:** jickeymoe@rocketmail.com

**PLEASE INDICATE PREFERRED TELEPHONE:** HOME WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have lived in Flagstaff for 21 years; founded and headed my own private high school, The School; taught at Flagstaff High School for 15 years; been active in Theatrikos, Flagstaff's community theatre, for 18 years as a board member and member of various committees. I have had interactions with various city departments through my association with The School and Theatrikos which have given me some insight into how the city operates, and my long time residence here has also provided me with ideas about how the city should continue to grow.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I feel that Flagstaff will continue to grow and one of the reasons is its environment which I feel should be protected. I understand that a balance has to be achieved between development and the environment and want to be part of achieving that balance. The Planning and Zoning Commission plays an important role in achieving that balance and maintaining the things that makes Flagstaff attractive to businesses and people as a place to work and live. I believe that my experience on the board and committees of Theatrikos, as well as my teaching experience, would help me to bring a voice of cooperation with the other commissioners in order to maintain the necessary balance mentioned above.

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Applicant Signature

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**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

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DATE: 5/16/2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: \_\_\_\_\_

YOUR NAME: Blake Nabours HOME PHONE: 928-699-1307

HOME ADDRESS: 3221 W. Dannielle Dr. ZIP: 86001

MAILING ADDRESS (If Different from Above): \_\_\_\_\_

EMPLOYER: FUSD JOB TITLE: Teacher

BUS. PHONE: \_\_\_\_\_ CELL: 928-699-1307 E-MAIL: blake.nabours@gmail.com

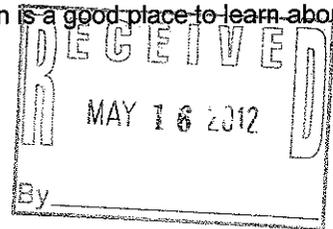
PLEASE INDICATE PREFERRED TELEPHONE: HOME WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have been active in the community for the past couple of years and would like to continue to volunteer my time to help guide the future of our city.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I am interested in the future of Flagstaff and believe the planning and zoning commission is a good place to learn about the issues as well as have a voice in our future.



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A handwritten signature in cursive script, appearing to read "Blake Nabours".

Applicant Signature

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*Rec'd  
10/19/12  
SS*

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

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**DATE:** 10.19.2012

**BOARD/COMMISSION YOU WISH TO SERVE ON:** Planning & Zoning

**IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:** re-apply for new appointment

**YOUR NAME:** Alan Novack **HOME PHONE:** 928 526-5677

**HOME ADDRESS:** 1626 N: Prairie Way Flagstaff AZ **ZIP:** 86004

**MAILING ADDRESS (if Different from Above):**

**EMPLOYER:** retired **JOB TITLE:**

**BUS. PHONE:** **CELL:** 853-9350 **E-MAIL:** margrit.novack@yahoo.com

**PLEASE INDICATE PREFERRED TELEPHONE:** HOME WORK CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I can bring 3 years of experience as a member of the Flagstaff Planning and Zoning Commission to the table. I also served in various capacities on homeowners' association boards.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I have lived in Flagstaff for 28 years, and watched it double in size. I ran a successful business for 20 years and believe that I can bring practicality and resourcefulness to the table. I consider it a privilege to participate in a process that aims to make our town the best it possibly can be.

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**Applicant Signature**

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**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

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DATE: November 11, 2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: Tina Pfeiffer HOME PHONE: (928) 522-0756

HOME ADDRESS: 4391 E Savannah Circle ZIP: 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: Prime Lending JOB TITLE: Mortgage Loan Officer

BUS. PHONE: (928) 779-9500 CELL: (928) 600-3143 E-MAIL: pfeiffertina@yahoo.com

PLEASE INDICATE PREFERRED TELEPHONE: HOME WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have a background in mortgage lending for the past 19 years with the last 7.5 years in Flagstaff. I am a member of the Northern Arizona Association of Realtors and actively involved with the Flagstaff Medical Center Foundation - both organizations integrally involved in seeing success in our community.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I had the honor to serve as a Commissioner for a partial term this past year. It has been a rewarding and interesting experience that I would welcome a second opportunity to serve a longer term. I am very interested in being involved in the future growth of a community that I am privileged to call my home now and for many years to come.

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Applicant Signature

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**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

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PLEASE TYPE OR PRINT IN BLACK INK  
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DATE: 08/30/10 1/24/12

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Not Applicable

YOUR NAME: David Zimmerman HOME PHONE: 928-380-3057

HOME ADDRESS: 3001 N. Schevene Blvd. ZIP: 86004

MAILING ADDRESS (If Different from Above): \_\_\_\_\_

EMPLOYER: AZ Dept. of Transportation JOB TITLE: Planner / Historic Preservation Specialist

BUS. PHONE: 928-779-7577 CELL: \_\_\_\_\_ E-MAIL: dzimmerman@azdot.gov

PLEASE INDICATE PREFERRED TELEPHONE:  HOME  WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experiences/interests are applicable to this board or commission.

I have served as Vice Chair and Chair of the Flagstaff Historic Preservation Commission from 2005 until 2010 when my second appointment expired. I have been a Flagstaff resident since 1989. I have been active in the recent rewriting of the City's Hist. Pres. Code.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I feel that my experience in managing historic properties, and in implementing NEPA as a planner fit well with the activities of P&Z. I enjoy being involved with local government and wish to contribute my perspective as an historic preservationist to the P&Z Commission. My work with the Preservation Commission has been personally & professionally rewarding and I expect P&Z will also be.

I certify that I meet the City Charter requirement of living within the Flagstaff City limits and that I have read and understand the right to have my application considered in a public meeting.



Applicant Signature

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 12/04/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration of Appointments:** Sustainability Commission.

**RECOMMENDED ACTION:**

Make two appointments to terms expiring October 2015.

**Policy Decision or Reason for Action:**

By making the above appointments, the Sustainability Commission will be at full membership and will be able to continue meeting on a regular basis. There are three applications on file, they are as follows:

Elisha Dorfsmith  
Jan Kerata  
Jack Welch (currently serving 2nd term - 1st term was partial)

**Financial Impact:**

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

**Connection to Council Goal:**

Effective governance.

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

- 1) Appoint two Commissioners: By appointing members at this time, the Sustainability Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

**Background/History:**

The Sustainability Commission consists of seven citizens serving three-year terms. There are currently two seats available.

The commission is responsible for recommending and coordinating activities in concert with the Flagstaff sustainability program, the U.S. Mayors' Climate Protection Agreement, and other sustainability initiatives. To accomplish these objectives, the commission will address issues including, but not limited to: climate and air quality; transportation; energy; solid waste and toxic substances; water, wastewater, and stormwater; sustainable building and purchasing practices; and sustainable economic development. Among the commission's directives are promotion of sustainable practices in all spheres of life and educating the public.

**Key Considerations:**

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

**Expanded Financial Considerations:**

None.

**Community Benefits and Considerations:**

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

**Community Involvement:**

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of this vacancy through word of mouth.

**Expanded Options and Alternatives:**

**COUNCIL INTERVIEW TEAM:** Councilmember Oravits and Councilmember Overton.

**Council Action:**

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**Attachments:**     [Sustainability Roster](#)  
                          [Sustainability Authority](#)  
                          [Sustainability Applicant Roster](#)  
                          [Sustainability Applications](#)



## City of Flagstaff, AZ

### SUSTAINABILITY COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Farretta, Kathy</u></b> Education Program Manager/Museum of No. Arizona 4045 Lake Mary Road #32 Flagstaff, AZ 86001 Cell Phone: 380-1308 Term: (1st 9/10 - 10/11; 2nd 10/11-10/14)	11/01/2011	10/14	02/16/2012
<b><u>Johnson, Carlton</u></b> Civil Engineer/Shephard Wesnitzer, Inc. 21 W. Elm Ave Flagstaff, AZ 86001 Term: (1st 11/11 - 10/14)	11/01/2011	10/14	02/16/2012
<b><u>Lucy, Kimberly</u></b> Grand Canyon Program Coordinator/Arizona Raft Adventures 6235 N Dodge Ave Flagstaff, AZ 86004 Cell Phone: 928-221-1994 Term: (1st 2/11-10/13)	02/15/2011	10/13	02/16/2012
<b><u>Mclaren, Bryan</u></b> Sustainability Coordinator/Northern Arizona University 516 N. Leroux Flagstaff, AZ 86001 Work Phone: 928-523-0656 Term: (1st 11/11-10/14)	11/01/2011	10/14	No



## City of Flagstaff, AZ

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<b><u>Quisenberry, Jamie</u></b>	<b>12/01/2009</b>	<b>10/12</b>	<b>12/03/2009</b>
Professional Student/Northern Arizona University 422 S. San Francisco St. #2 Flagstaff, AZ 86001 Cell Phone: 699-8562 Term: (1st 4/09-10/09; 2nd 10/09-10/12)			
<b><u>Teclé, Aregai</u></b>	<b>03/06/2012</b>	<b>10/13</b>	<b>No</b>
Professor/Northern Arizona University - School of Forestry 3222 S. Mehrhoff Place Flagstaff, AZ 86001 Home Phone: 928-214-9720 Term: (1st 3/12-10/13)			
<b><u>Welch, Jack</u></b>	<b>12/01/2009</b>	<b>10/12</b>	<b>04/24/2008</b>
Retired 2600 East 7th #18 Flagstaff, AZ 86004 Home Phone: (928) 714-0504 Term: (1st 04/09-10/09; 2nd 10/09-10/12)			

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**Staff Representative: Nicole Woodman**

**As Of: December 03, 2012**

CHAPTER 2-17  
SUSTAINABILITY COMMISSION

SECTIONS

- 2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE  
2-17-001-0002 PURPOSE; POWERS AND DUTIES

SECTION 2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. ESTABLISHMENT OF THE COMMISSION.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee;
2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.
3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex-officio member of all standing committees, shall appoint the chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair.
4. The City Council may appoint a non-voting Councilmember Liaison who shall not count toward a quorum.

SECTION 2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

- A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:
  - 1. Climate and air quality
  - 2. Transportation
  - 3. Energy
  - 4. Solid waste and toxic substances
  - 5. Water, wastewater, and stormwater
  - 6. Sustainable building and purchasing practices
  - 7. Sustainable economic development
  
- B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.
  
- C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.
  
- D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.
  
- E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.
  
- F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)



## City of Flagstaff, AZ

### SUSTAINABILITY COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Dorfsmith, Elisha</u></b> Owner of dorfsmith.com/Self Employed 4858 E. Merriam Dr. Flagstaff, AZ 86004 Cell Phone: 928-864-6310			No
<b><u>Kerata, Jan</u></b> Admin Associate/NAU, Merriam-Powell Center for Environmental Resea 3707 N. Manor Rd. Flagstaff, AZ 86004 Home Phone: 699-1914			No
<b><u>Welch, Jack</u></b> Retired 2600 E. 7th, #18 Flagstaff, AZ 86004 Home Phone: 928-714-0504			No

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**Staff Representative: Nicole Woodman**

**As Of: December 04, 2012**

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**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

PLEASE TYPE OR PRINT IN BLACK INK  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 3/7/2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Sustainability Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: \_\_\_\_\_

YOUR NAME: Elisha Dorfsmith HOME PHONE: 928-526-9011

HOME ADDRESS: 4858 E. Merriam Dr. ZIP: 86004

MAILING ADDRESS (If Different from Above): \_\_\_\_\_

EMPLOYER: Self Employed JOB TITLE: Owner of dorfsmith.com

BUS. PHONE: 928-526-9011 CELL: 928-864-6310 E-MAIL: radiantdregs@yahoo.com

PLEASE INDICATE PREFERRED TELEPHONE:  HOME  WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have been a strong advocate for food sovereignty and would love to see Flagstaff embrace a food freedom ordinance (similar to recent ordinances passed by several towns in Maine). Flagstaff would be much more sustainable if we encouraged local food, residential gardens and urban farming. Local is best!

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I am and advocate for food freedom, local gardening, urban farming, and local food. I believe that the Sustainability Commission should focus energy and time on these issues.

I certify that I meet the City Charter requirement of living within the Flagstaff City limits and that I have read and understand the right to have my application considered in a public meeting.

Elisha Dorfsmith

**Applicant Signature**

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APPLICATION TO SERVE ON A BOARD/COMMISSION**

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APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

**DATE:** 9/30/11 1-12-12

**BOARD/COMMISSION YOU WISH TO SERVE ON:** SUSTAINABILITY COMMISSION

**IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:** \_\_\_\_\_

**YOUR NAME:** JAN KERATA **HOME PHONE:** 699-4914

**HOME ADDRESS:** 3707 N. MANOR RD FLAGSTAFF **ZIP:** 86004

**MAILING ADDRESS (if Different from Above):** PO BOX 1432 FLAGSTAFF 86002

**EMPLOYER:** NAU, Merriam-Powell Center for Environmental Research **JOB TITLE:** ADMIN ASSOCIATE

**BUS. PHONE:** 523-6221 **CELL:** \_\_\_\_\_ **E-MAIL:** J.KERATA@GMAIL.COM

**PLEASE INDICATE PREFERRED TELEPHONE:**  HOME  WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

RECYCLING COORDINATOR FOR THE CITY OF FLAGSTAFF FROM 1990 - 97. REGIONAL WASTE MANAGEMENT BUSINESS (RE:SOLUTIONS), 1997 - 2001. WROTE "PARTNERS IN RECYCLING EDUCATION" (PRE) PROPOSAL TO ADEQ IN 2008, WITH CITY STAFF (BOB HOFFA, TAMMY BISHOP), COCONINO COUNTY AND WILLOW BEND, DIRECTED AT REGIONAL RECYCLING EDUCATION. NAU CAMPUS INNOVATION FUNDING IN 2010-11 FOR CAMPUS RECYCLING EDUCATION/ ASSESSMENT.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I'VE LIVED IN FLAGSTAFF SINCE 1985 AND HAVE HAD A LIFELONG INTEREST IN WASTE REDUCTION, REUSE AND RECYCLING EFFORTS. I'D LIKE TO SEE COORDINATED REGIONAL INITIATIVES REGARDING EXTENDING LANDFILL LIFE, ONGOING EDUCATION ON SOLID WASTE REDUCTION METHODS, BUYING RECYCLED AND LIVING WITHIN OUR MEANS IN THIS COMMUNITY AND ON THE PLANET.  
I WOULD LIKE TO OFFER MY GRANT WRITING SKILLS IN THIS AREA , IF OUTSIDE FUNDING IS NEEDED.

I certify that I meet the City Charter requirement of living within the Flagstaff City limits and that I have read and understand the right to have my application considered in a public meeting.

  
Applicant Signature

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Kcvd  
10/31/12

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

DATE: 22 OCT 2012

BOARD/COMMISSION YOU WISH TO SERVE ON: 2ND 3 YEAR TERM SUSTAINABILITY COMMISSION

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: \_\_\_\_\_

YOUR NAME: JACK WELCH HOME PHONE: 928 714 0500

HOME ADDRESS: 2600 EAST 7TH #18 ZIP: 86004

MAILING ADDRESS (if Different from Above): \_\_\_\_\_

EMPLOYER: ~~HR~~ RETIRED JOB TITLE: \_\_\_\_\_

BUS. PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PLEASE INDICATE PREFERRED TELEPHONE:  HOME  WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

APPLICATION FOR SECOND TERM

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

\_\_\_\_\_  
Applicant Signature

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 12/04/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration of Appointments:** Open Space Commission.

**RECOMMENDED ACTION:**

Make one Real Estate appointment to a term expiring April 2013.

**Policy Decision or Reason for Action:**

By making the above appointment, the Open Space Commission will move closer to a full membership and allow them to continue meeting on a regular basis. There is one application on file for Bryan Burton.

**Financial Impact:**

This is a voluntary position and there is no budgetary impact to the City of Flagstaff.

**Connection to Council Goal:**

Effective governance.

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

- 1) Appoint one Commissioner: By appointing a member at this time, the commission will be better able to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

**Background/History:**

The Open Spaces Commission consists of nine voting members including seven Council-appointed members and one representative each from the Planning & Zoning Commission and Parks & Recreation Commission. One position represents the real estate industry, four positions represent cultural and natural sciences, and two positions are at-large seats. There is currently one real estate seat and one natural and cultural sciences seat available.

The Commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land.

**Key Considerations:**

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

**Expanded Financial Considerations:**

None.

**Community Benefits and Considerations:**

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

**Community Involvement:**

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of this vacancy through word of mouth.

**Expanded Options and Alternatives:**

**COUNCIL INTERVIEW TEAM:** Councilmember Woodson and Councilmember Oravits.

**Council Action:**

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**Attachments:**    [Open Space Roster](#)  
                          [Open Space Authority](#)  
                          [Open Space Applicant Roster](#)  
                          [Open Space Applications](#)



## City of Flagstaff, AZ

### OPEN SPACES COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Ebberly, Carrie</u></b> AT LARGE Program Manager/Diablo Trust 1715 N.Beaver Flagstaff, AZ 86001 Home Phone: 208-691-8043 Term: (1st 6/11-4/14)	06/07/2011	04/14	02/16/2012
<b><u>Fall, John</u></b> PARKS & REC REPRESENTATIVE Retired 2301 W. Constitution Blvd. Flagstaff, AZ 86001		Indefinite	No
<b><u>Fox, Bruce E.</u></b> AT-LARGE Professor/Northern Arizona University 2180 E. Skyline Dr. Flagstaff, AZ 86004 Work Phone: 523-6636 Term: (1st 6/10-4/13)	06/01/2010	04/13	02/16/2012
<b><u>Gist, Jessica</u></b> NATURAL AND CULTURAL SCIENCES Habitat/Research Technician/Arizona Game & Fish Department 25 E. Ridgecrest Dr. Flagstaff, AZ 86001 Cell Phone: 831-521-7916 Term: (1st 6/11-4/14)	06/07/2011	04/14	02/16/2012



## City of Flagstaff, AZ

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<b><u>Hirst, Stephen</u></b>	<b>06/05/2010</b>	<b>04/15</b>	<b>03/18/2010</b>
NATURAL SCIENCES MEMBER Retired 1035 East Apple Way Flagstaff, AZ 86001 Cell Phone: 380-3273 Term: (1st 12/08-4/09; 2nd 4/09-4/12; 3rd 4/12-4/15)			
<b><u>Miller, Richard</u></b>	<b>06/05/2012</b>	<b>04/15</b>	<b>No</b>
NATURAL AND CULTURAL SCIENCES Retired 1200 W. Shullenbarger Dr. Flagstaff, AZ 86001 Home Phone: 853-6120 Term: (1st 6/12 - 4/15)			
<b><u>Moore, Paul</u></b>		<b>Indefinite</b>	<b>No</b>
PLANNING AND ZONING REPRESENTATIVE Owner/Paul Wm. Moore, Architect 1665 No. Turquoise Dr. Flagstaff, AZ 86001 Home Phone: 773-1624			
<b><u>Z-VACANT,</u></b>		<b>04/13</b>	<b>No</b>
REAL ESTATE MEMBER			
<b><u>Z-VACANT,</u></b>		<b>04/15</b>	<b>No</b>
NATURAL SCIENCES MEMBER			

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**Staff Representative: McKenzie Jones**

**As Of: December 03, 2012**

CHAPTER 2-20  
OPEN SPACES COMMISSION

SECTIONS:

<u>2-20-001-0001</u>	COMMISSION ESTABLISHED; ORGANIZATION:
<u>2-20-001-0002</u>	TERMS OF OFFICE:
<u>2-20-001-0003</u>	DUTIES:
<u>2-20-001-0004</u>	OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:
<u>2-20-001-0005</u>	MEETINGS; ATTENDANCE:

SECTION 2-20-001-0001 CREATION OF COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following nine regular members all of whom shall be appointed by the City Council, except for designees from the Planning and Zoning Commission and the Parks and Recreation Commission: four members from the natural and cultural sciences; one member from the Planning and Zoning Commission; one member from the Parks and Recreation Commission; one member who markets real estate or is a representative from real estate development; and two public at-large members. All Commission members shall be voting members. In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission. A chairperson shall be selected by a majority vote of those members at a meeting called for that purpose.

(Ord. No. 2007-08, Amended 02/06/2007)

SECTION 2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

SECTION 2-20-001-0003 DUTIES:

A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.

B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad,

long-term direction for planning and decision making for the lands designated as Urban Open Space Management Area in the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.

C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.

D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the Flagstaff Area Regional Land Use and Transportation Plan.

E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.

F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space program.

SECTION 2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN  
COMPONENTS:

- A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:
  1. Program goals, management decision-making processes, and implementation techniques for resource preservation.
  2. Policies to provide the framework for more issue- or site-specific planning and implementation.
  3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.
  4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.
  5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.

6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.

7. Public participation, education, and interpretive programs.

SECTION 2-20-001-0005 MEETINGS; ATTENDANCE:

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates and locations as determined by the members, except that the chairperson may call a special meeting with not less than 24 hours notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City charter and this ordinance.

A quorum shall be one more than half of the voting membership of the Commission.

A regular Commission member who is absent for three consecutive regular meetings may be removed from the Commission by a vote of the City Council.

(Ord. 2003-03, Enacted, 02/04/03; Ord. No. 2007-08, Amended 02/06/2007)



# City of Flagstaff, AZ

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## OPEN SPACES COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Burton, Bryan</u> Real Estate Realtor/United Country Northern Arizona Realty 686 W. Old Territory Trail Flagstaff, AZ 86001 Cell Phone: 556-0556			No

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**Staff Representative: McKenzie Jones**

**As Of: December 04, 2012**

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

DATE: May 23, 2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Open Spaces Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Real Estate

YOUR NAME: Bryan Burton HOME PHONE: 928-556-0556

HOME ADDRESS: 686 W. Old Territory Trail ZIP: 86001

MAILING ADDRESS (If Different from Above): \_\_\_\_\_

EMPLOYER: United Country Northern Arizona Realty JOB TITLE: Realtor

BUS. PHONE: 928+225-2289 CELL: 928-556-0556 E-MAIL: bryanb@flagstaffaz-realestate.com

PLEASE INDICATE PREFERRED TELEPHONE: HOME WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

As a realtor keeping Flagstaff an area where our residents want to live and work is a priority. Common open area for the residents of Flagstaff is very important and large part of what makes this city. As a Community Association Manager I see the advantage and the cost for maintenance of these areas which has to be in balance with their benefits and city budgets. The city needs to attract business and they look for what attracts their employees, as a commission for the open space I believe we have an obligation to balance nature with people and business.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I've lived here from 2003 without giving back to the city until now in this form. My work and elderly family members kept me occupied but now I'm working as a realtor and community association manager and have the time and desire to help. Many of my clients and friends work with the different agencies here now it is my time. I think this will be a good place to put my background to work for Flagstaff.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

*Bryan Burton*

Applicant Signature

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 11/20/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration of Appointments:** Disability Awareness Commission.

**RECOMMENDED ACTION:**

Make three appointments to terms expiring March 2016.  
Make one appointment to a term expiring March 2014.

**Policy Decision or Reason for Action:**

By making appointments to the vacancies, the Disability Awareness Commission will be at full membership. There are four applications on file and they are as follows:

Liz McGinlay  
Alida Pfeil  
Robert Poirier  
Russell Randall

**Financial Impact:**

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

**Connection to Council Goal:**

Effective governance.

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

1) Appoint four Commissioners: by appointing members at this time, the Disability Awareness Commission will be at full membership, allowing the group to continue meeting to provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.





## City of Flagstaff, AZ

### DISABILITY AWARENESS COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Barrett, Kathryn S.</u></b> Occupational Therapist/Flagstaff Medical Center 1926 Meadow Lark Drive Flagstaff, AZ 86001 Cell Phone: 928-890-7665 Term: 4th (1st-2/05-3/06, 2nd 3/06-3/09; 3rd 3/09-3/12)	10/16/2012	03/15	03/15/2006
<b><u>Bernasconi, Melissa</u></b> CEO/Quality Connections, Inc. 802 W Aspen Flagstaff, AZ 86001 Cell Phone: 928-225-3176 Term: (1st 10/12 - 3/14)	10/16/2012	03/14	No
<b><u>Chandler, Kathryn</u></b> Paratransit Program Manager/NAIPTA 3924 E. Thrush Lane Flagstaff, AZ 86004 Cell Phone: 928-607-9467 Term: (1st 3/11 - 3/14)	03/14/2011	03/14	02/16/2012
<b><u>Gale, Debra</u></b> Direct Service Provided/Habilitation/ABRiO Family Services 1401 North 4th St. # 248 Flagstaff, AZ 86004 Cell Phone: 928-853-4730 Term: (1st 3/11 - 3/14)	03/14/2011	03/14	No



## City of Flagstaff, AZ

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<b><u>Garfield, Todd</u></b>	<b>04/06/2010</b>	<b>03/13</b>	<b>10/17/2007</b>
Former Application Systems Engineer/Wells Fargo Bank 3465 NE Rainier Loop Flagstaff, AZ 86004 Home Phone: 213-1551 Term: (1st 8/07 - 3/10; 2nd 3/10 - 3/13)			
<b><u>Tuck, Jim</u></b>	<b>10/16/2012</b>	<b>03/15</b>	<b>10/20/2011</b>
Assistant Visitors' Services Manager/Museum of Northern Arizona 2829 N. Fremont Blvd. Flagstaff, AZ 86001 Home Phone: 928-773-9194 Term: (1st 3/07-3/09; 2nd 3/09-3/12; 3rd 3/12 - 3/15)			
<b><u>VACANT,</u></b>		<b>03/16</b>	<b>No</b>
Flagstaff, AZ 86001			
<b><u>VACANT,</u></b>		<b>03/16</b>	<b>No</b>
Flagstaff, AZ 86001			
<b><u>VACANT,</u></b>		<b>03/14</b>	<b>No</b>
Flagstaff, AZ 86001			

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**Staff Representative: Josh Copley**

**As Of: December 04, 2012**

CHAPTER 2-18  
COMMISSION ON DISABILITY AWARENESS

SECTIONS:

2-18-001-0001      COMMISSION ESTABLISHED, DUTIES  
2-18-001-0002      MEMBERS AND TERMS:  
2-18-001-0003      ORGANIZATION:

SECTION 2-18-001-0001      COMMISSION ESTABLISHED, DUTIES

There is hereby established the Commission on Disability Awareness. It shall be the Commission's duty to advise the City Council on all issues affecting the City of Flagstaff in relation to individuals with disabilities and shall include, but not be limited to:

- A. Review of City compliance with the Americans with Disabilities Acts and the Arizonans with Disabilities Acts.
- B. Review of City programs, activities, services and procedures to ensure all citizens are afforded equitable access to same.
- C. Develop and transmit recommendations to the City Council to assist the City Council in developing policies to respond to the concerns and needs of those with disabilities.
- D. Provide a public forum for identifying and discussing issues of interest relating to individuals who are disabled, physically or mentally, and to act as an information and referral group to assist individuals, organizations, and employers in efforts to aid members of the community toward greater independence and community interactions.
- E. Increase community awareness of the real contributions made by citizens of the community who are disabled and to provide recognition for employers, employees, students, teachers, parents, and professionals who further the goals of disability awareness and inclusion. (Ord. 1780, 11/17/92)

(Ord. No. 1780, Enacted, 11/17/92)

SECTION 2-18-001-0002      MEMBERS AND TERMS:

The Commission shall consist of nine (9) members who shall be appointed by the City Council based upon the recommendations of the Committee/Commission. The Commission and the City Council will make every effort to recruit and appoint those individuals most directly involved and concerned with the obligations of the Americans with Disabilities Act. Commission members shall serve staggered, three-year terms.

A quorum shall consist of one more than half the membership of the commission.

In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Disability Awareness Commission who shall not count toward the quorum.

In the event a member's term expires, that member shall continue to serve until reappointed or replaced by the City Council. (Ord. 1833, 05/03/94)

(Ord. No. 1780, Enacted, 11/17/92; Ord. No. 1833, Amended, 05/03/94; Ord. No. 2007-31, Amended 07/23/2007)

SECTION 2-18-001-0003 ORGANIZATION:

A Chairperson and other Commission officers shall be selected by a majority vote of those members present at a meeting called for that purpose for a term of one (1) year. The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours notice. All other rules of procedure shall be established by the members so long as said rules are consistent with State law, the City Charter, the Board and Commission Members' Handbook, and this Ordinance.

A Commission member who is absent from three consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission.

(Ord. 1780, 11/17/92); (Ord. No. 1780, Enacted, 11/17/92); (Ord. No. 2007-37, Amended 07/24/2007)



## City of Flagstaff, AZ

### DISABILITY AWARENESS COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>McGinlay, Liz</u></b> VP Mission Advancement/Goodwill of Northern Arizona 5024 S. Topaz Rd Flagstaff, AZ 86001 Cell Phone: 928-699-0340			No
<b><u>Pfeil, Alida</u></b> Residential Director/Quality Connections 2500 N. Center St. #2 Flagstaff, AZ 86004 Cell Phone: 928-607-1511			No
<b><u>Poirier, Robert</u></b> Professor/Northern Arizona Univeristy 2030 S. Tombaugh Way Flagstaff, AZ 86001 Home Phone: 928-213-0720			No
<b><u>Randall, Russell</u></b> Transition Facilitator/Flagstaff Unified School District 1199 W. Coy Dr. Flagstaff, AZ 86001 Cell Phone: 928-607-8410			No

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**Staff Representative: Josh Copley**

**As Of: December 04, 2012**

Rec'd 10/17/12  
SS

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

DATE: October 16th, 2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Disability Awareness Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Member

YOUR NAME: Liz McGinlay HOME PHONE: \_\_\_\_\_

HOME ADDRESS: 5024 S Topaz Rd ZIP: 86001

MAILING ADDRESS (if Different from Above): Same As Above

EMPLOYER: Goodwill of Northern Arizona JOB TITLE: VP Mission Advancement

BUS. PHONE: 928-526-9188 CELL: 928-699-0340 E-MAIL: liz.mcginlay@goodwillna.org

PLEASE INDICATE PREFERRED TELEPHONE: HOME  WORK  CELL

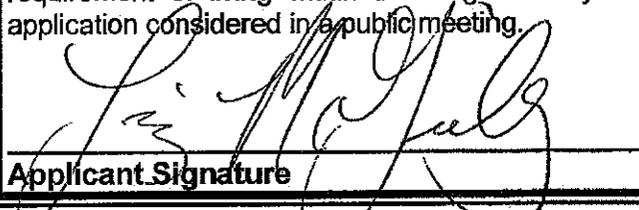
**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I direct the Workforce Development and Mission Services department for Goodwill of Northern Arizona, and have done so for almost 2 years I am extremely passionate in working with individuals with disabilities, and know that the work we do, changes lives everyday. I am a member of the Workforce Investment Board for our Mohave LaPaz County neighbors, as Goodwill of Northern Arizona spans 5 counties. I am very proud and honored to tell that Goodwill and Safeway was the recipient of the Employer of the Year Award at the Disability Awareness Banquet last year. Again, we thank you for the award.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I know that working with individuals with disabilities has changed my life for the better, and I would love the opportunity to sit on a board that works to serve this community. I would bring my passion, energy and knowledge to the board members.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

  
Applicant Signature

Kavel 10/17/12  
88

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

**DATE:** 10/17/2012

**BOARD/COMMISSION YOU WISH TO SERVE ON:** Disability Awareness Commission

**IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:**

**YOUR NAME:** Alida Pfeil **HOME PHONE:** (928)607-1511

**HOME ADDRESS:** 2500 N. Center St. #2 Flagstaff, AZ **ZIP:** 86004

**MAILING ADDRESS (If Different from Above):**

**EMPLOYER:** Quality Connections **JOB TITLE:** Residential Director

**BUS. PHONE:** (928)607-1511 **CELL:** (928)607-1511 **E-MAIL:** alidap@qualityconnections.org

**PLEASE INDICATE PREFERRED TELEPHONE:** HOME WORK  CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I currently direct the Residential Department at Quality Connections. We take care of people with developmental disabilities in group homes, in our DTA and in independent living arrangements. I began working here seven years ago as a Direct Care Staff. I became a Group Home Manager, then the Program Coordinator, then the Quality Assurance and Behavioral Health Coordinator before becoming the Residential Director. I have formed friendships with people with disabilities since I was a child and I highly value all of the life experiences they have shared with me. I am well versed in issues that people with disabilities face in our community and am very aware of changes that would improve their quality of life.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

The people that I help take care of are like family to me. I have met so many amazing, inspiring people with diagnoses of developmental disabilities, and other disabilities, who have enriched my life and helped me to achieve my goals. I have always done what I can to advocate for their rights and I want to do more. Although Flagstaff has been progressive in creating equality, I have witnessed areas where the community is lacking awareness and accommodations. From those experiences I have a lot of ideas, both mine and from the people I serve, for making our city a more inclusive and user friendly community. This does not only apply to changes that would benefit those with disabilities, but also for the general public to enrich their lives through the understanding, acceptance and celebration of such wonderful people.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

 10/17/12  
Applicant Signature

Rec'd 11/30  
88

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

DATE: 11-29-12

BOARD/COMMISSION YOU WISH TO SERVE ON: DISABILITY AWARENESS

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: \_\_\_\_\_

YOUR NAME: ROBERT POIRIER HOME PHONE: 213-0720

HOME ADDRESS: 2030 S. TOMBAUGH WAY ZIP: 86001

MAILING ADDRESS (If Different from Above): \_\_\_\_\_

EMPLOYER: NAU JOB TITLE: PROFESSOR

BUS. PHONE: 523-6529 CELL: \_\_\_\_\_ E-MAIL: ROBERT.POIRIER@NAU.EDU

PLEASE INDICATE PREFERRED TELEPHONE: HOME WORK CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

*I am a disabled person and have a passionate commitment to this issue.*

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

*I believe Flagstaff (downtown) is not adequate for handicap parking.*

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

*Robert A. Poirier*  
Applicant Signature

11-29-12

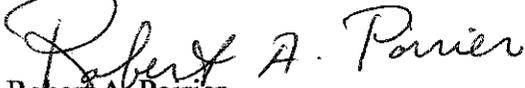
TO FLAGSTAFF CITY COUNCIL

I wish to make a formal application to serve on the Disability Awareness Commission for the City of Flagstaff. Attached to this letter is the official city application form.

I am an "old-timer" in Flagstaff having lived here now 35 years. I am a well educated (PhD) professional person and I believe that I can make a significant contribution to the work of this Commission. As a person with a disability I can bring a perspective to this activity and a passionate commitment to this issue.

I look forward to hearing your decision.

Sincerely,

A handwritten signature in cursive script that reads "Robert A. Poirier". The signature is written in black ink and is positioned above the typed name.

Robert A. Poirier

22030 South Tombaugh Way

Flagstaff, AZ

86001

928-213-0720

**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF  
APPLICATION TO SERVE ON A BOARD/COMMISSION**

**RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!**

**DATE:** October 12, 2012

**BOARD/COMMISSION YOU WISH TO SERVE ON:** Disability Awareness Commission

**IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:** any seat available

**YOUR NAME:** Russell R. Randall **HOME PHONE:** (928) 607-8410

**HOME ADDRESS:** 1199 West Coy Drive Flagstaff, AZ **ZIP:** 86001

**MAILING ADDRESS (if Different from Above):** same

**EMPLOYER:** Flagstaff Unified School District **JOB TITLE:** Transition Facilitator

**BUS. PHONE:** (928)773-8200 **CELL:** (928)607-8410 **E-MAIL:** rRANDALL@fUSD1.org

**PLEASE INDICATE PREFERRED TELEPHONE:** HOME WORK  CELL

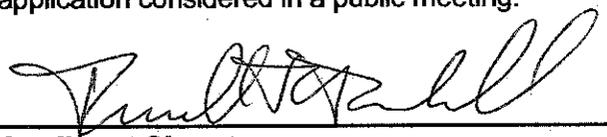
**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have worked with and for people with diagnosed disabilities for almost 35 years. For the last 32 years I have worked for the Flagstaff Unified School District as either a secondary special education teacher or (for the last five years) as a Transition Facilitator, coordinating the Transition from School to Work Program at Coconino HS. Thus, professionally I have been quite involved with not only advocating for folks with disabilities but also actually providing opportunities for education, training and employment for them. Currently I also serve as the chair of the Flagstaff Community Transition Team, a dedicated group of professionals working to increase opportunities for people with disabilities in our community.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I have been a long-time Special Olympics coach, an Asst. Scoutmaster with the Boy Scouts, a member of the leadership team at my church and an elected leader of my professional association. I also grew up with an older brother diagnosed with disabilities and this has impacted my own sense of advocacy profoundly. Serving on the Disability Awareness Commission would enable me to continue advocating for folks with disabilities but through a different venue. Simply put, housing, transportation, education and employment for those with disabilities must be made more available and buildings and activities be more accessible. I believe I have the background, experiences and skills to help make a difference and as a former recipient of the commission's Educator Award, I would greatly appreciate this opportunity to serve. Thank you....

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

  
\_\_\_\_\_  
**Applicant Signature**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Mike Gallegos, Landfill Manager  
**Date:** 10/11/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration and Approval of Bids:** 2004 Scraper Refurbishment

**RECOMMENDED ACTION:**

Consider approving the proposal from Empire Machinery in the amount of \$371,610 for refurbish plus 10% contingency of \$37,161.

**Policy Decision or Reason for Action:**

The scraper's condition is the power train and other components need replacement.

Subsidiary Decisions Points:

- Unit has 10,320 hrs; replacement criteria is 9000hrs.
- Scraper has significant wear on the power train, hydraulic systems, and wear parts.

**Financial Impact:**

The Solid Waste Section budgeted \$300,000 in FY 13. The balance of \$108,771 will come from the Solid Waste contingency fund.

**Connection to Council Goal:**

Maintain and deliver quality, reliable infrastructure.

The scraper is utilized daily in the operations of a municipal solid waste landfill.

**Has There Been Previous Council Decision on This:**

No

**Options and Alternatives**

- Option I. Accept bid from Empire Machinery in the amount of \$371,610 for the refurbishment of the 2004 Scraper.
- Option II. Purchase a used 2007 Scraper for \$675,000 minus a trade in of \$130,000.
- Option III. Purchase a new 2012 Scraper for \$840,000 minus a trade in of \$130,000.

## **Background/History:**

The Solid Waste Section considers the replacement costs versus the cost to refurbish heavy equipment in order to save on its Fleet replacement program. The refurbishments allow us to sustain the existing value of the machine and gain an additional half life on the equipment. By refurbishing this machine, we will push the replacement costs out to FY 2019.

Financial Impacts: The quote of \$300,000 was received in FY 2012 and is what we based our budgeted number on. This number included a 10% contingency. After the initial Request for Bid was advertised staff identified additional work that needed to be done and added it through an addendum. This work was on the scraper's bowl which includes replacing the plastic liners. This added \$15,433 to the cost. When we add the state and City taxes the final bid is \$371,610. We are including a 10% contingency for unforeseen expenses \$37,161. This bid does include a 36 month/6000 hour warranty. The Solid Waste Section budgeted \$300,000 in FY 13. The balance of \$108,771 will come from the Solid Waste contingency fund.

## **Key Considerations:**

The Solid Waste Section is required to cover the daily cells that are constructed at the landfill with a minimum of 6 inches of compacted soil and 12 inches of alternative daily cover. These requirements are monitored by the Arizona Department of Environmental Quality and is outlined in our Facility Plan. Without this piece of equipment, our operating expense would increase.

## **Community Benefits and Considerations:**

The scraper provides a vital function to the landfill operation. By refurbishing this equipment we save in our operating costs and assure that we continue to operate in compliance with ADEQ guidelines.

## **Community Involvement:**

None

## **Expanded Options and Alternatives:**

- Option I. Accept bid from Empire Machinery of Flagstaff in the amount of \$371,610 for the refurbishment of the 2004 627 Auger Scraper plus a \$37,161 (10%) contingency. For a total of \$408,771
- Option II. Purchase a used 2007 (without an auger) \$675,000 minus a trade in of \$130,000. This option is not being recommended at this time because this unit does not have an auger or a warranty. An auger scraper allows our operation to load the machine without the use of a D8-Dozer to push the unit while it is loading. The use of a dozer requires a second operator and increases the cost of the landfill operations. This 2007 scraper would not only cost us more in our operations but it would not gain us anymore life before it would meet the replacement requirements suggested by the Fleet Committee.
- Option III. Purchase a new 2012 Scraper (without an auger) for \$840,000 minus a trade in of \$130,000. This option is not being recommended at this time because this unit does not have an auger. An auger allows our operation to load the machine without the assistance of a D8-Dozer to push the unit while loading. The use of a dozer requires a second operator and increases the cost of the landfill operations.

## **Council Action:**

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**Attachments:**     [Bid No 2013-06](#)



**CITY OF FLAGSTAFF  
Addendum Number One  
RFB Number 2013-06  
AUGER SCRAPER REBUILD**

Please be advised that on September 27, 2012, the following information is being made to  
**Request for Bid No. 2013-06, Auger Scraper Rebuild:**

**Section: Specifications/Requirements of Bid, Pg 19**

**Add: "REPLACE PLASTIC LINER IN BOWL".**

The balance of the RFB package shall remain the same. All bidders are to acknowledge receipt of this addendum by signing and submitting along with their bid response.

EMPIRE SOUTHWEST, LLC  
Name of Firm  
  
Authorized Signature and Date  
Oct 2, 2012

Candace Schroeder, CPPB  
Sr. Procurement Specialist  
City of Flagstaff  
Issue Date: September 27, 2012

Empire Southwest, LLC  
4900 E. Empire Ave.  
Flagstaff, AZ 86004

RECEIVED

Oct 03 2012  
By  Time 9:40

**CITY OF FLAGSTAFF  
MANAGEMENT SERVICES - PURCHASING  
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001  
(928) 779-7619 / FAX (928) 779-7656**

**INVITATION FOR BIDS  
AUGER SCRAPER REBUILD  
BID NUMBER 2013-06**

Sealed bids will be received at the Purchasing Office located at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona, 86001 until **3:00 p.m. on Thursday, October 4, 2012**, to rebuild existing equipment Auger Scraper for the City of Flagstaff, Cinder Lake Landfill.

The City highly recommends your participation in the Pre-Bid Conference scheduled for **11:00 a.m., on Monday September 24, 2012**. The conference will take place at the City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001 in the 2<sup>nd</sup> Floor, Staff Conference Room.

The contract will be awarded to the lowest responsible bidder whose bid is responsive to this Invitation for Bids and will be most advantageous to the City. Responsible factors to be considered may include, but are not limited to, the bidder's past performance on other contracts, and other matters set forth in City of Flagstaff Code, Title One. The award may be made to other than the lowest price bid.

The City of Flagstaff retains the right to reject any or all bids received and waive minor technicalities when it is deemed to be in the City's best interest.

**CITY OF FLAGSTAFF  
MANAGEMENT SERVICES - PURCHASING  
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001  
(928) 779-7619 / FAX (928) 779-7656**

**BID ACKNOWLEDGMENT**

UPON RECEIPT OF THE REQUESTED BID DOCUMENTS, YOU MUST COMPLETE THE FOLLOWING INFORMATION AND FAX THIS COVER BACK TO (928) 779-7656. THE RETURN OF THIS PAGE IS THE ONLY WAY A PROPOSER WILL RECEIVE ADDENDUMS. FAILURE TO RETURN THIS PAGE UPON RECEIPT OF THE BID DOCUMENT MAY MAKE YOU INELIGIBLE TO PARTICIPATE IN THE BID.

<b>BID NUMBER:</b>	2013-06
<b>BID NAME:</b>	AUGER SCRAPER REBUILD
<b>TOTAL NUMBER OF PAGES:</b>	25

<b>COMPANY NAME:</b>	Empire Southwest, LLC	
<b>CONTACT PERSON: PHONE NUMBER, FAX NUMBER EMAIL ADDRESS AND COMPLETE MAILING ADDRESS</b>	Todd Owen Todd.Owen@empire-cat.com 4900 E. Empire Ave. Flagstaff, AZ 86004 <b>FAX:</b> 480-633-4626	<b>PHONE:</b> 928-606-1335
<b>DID YOU RECEIVE THE TOTAL NUMBER OF PAGES REQUESTED:</b>	YES <input checked="" type="checkbox"/> NO  IF NO, WHAT PAGE NUMBERS ARE YOU MISSING:	
<b>PLEASE SIGN ACKNOWLEDGING RECEIPT &amp; FAX TO: Candace Schroeder, CPPB (928) 213-2209:</b>		

**\*\*\*Please Return Immediately If Bidding\*\*\***

## INSTRUCTIONS

**PREPARATION:** Bids shall be submitted in a sealed envelope addressed to the City of Flagstaff, Purchasing Office, 211 West Aspen Avenue, Flagstaff, AZ 86001 marked "Sealed Bids" and identified by the material or service description, bid number, and bid opening date and time. When submitting a no bid, indicate on the outside of the envelope "No Bid". The entire bid package including all instructions is to be returned and properly fastened together. Retain a copy of your bid for your records. Bids shall be opened publicly at the time and place designated on the cover of this document. Bids will not be subject to public inspection until after contract award.

All bids must be made on the City bid forms and duly signed by an authorized representative of the vendor.

Bids faxed to the City of Flagstaff cannot be accepted.

Bids received after the stipulated bid opening date and time will not be considered.

Erasures, interlineations or other modifications in the bid shall be in ink and made by the authorized person signing the bid.

The City is not responsible for any vendor's errors or omissions. It is the responsibility of all vendors to examine the entire set of bid documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Retain a complete set of bid documents for your records.

All prices quoted will reflect the total cost to the City for the product, FOB Flagstaff and include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however Arizona, Coconino County and Local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

**SALES TAX:** The City of Flagstaff will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below. The City will figure applicable taxes to bids received from out of state Vendors who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number:	<u>07-556587-G</u>
Arizona Use Tax Number:	<u>07-556587-G</u>
City of:	<u>MESA</u>
Sales Tax Number:	<u>86-0894087</u>

Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are not taxable if separately stated on the invoice from the seller to the buyer and delivery is made to the ultimate consumer by the seller.

Freight charges for delivery from place of production or the manufacturer to the vendor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. Freight In charges are taxable.

**GENERAL INFORMATION:** All bids shall be for new merchandise unless otherwise specified.

The specifications listed as part of this bid are intended to reflect the minimum standards required by the City. All exceptions to the City's specifications must be clearly stated in the vendor's bid. If no exceptions

are stated by the vendor, the City will assume the vendor's bid to equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

The vendor shall submit full descriptive information on all products offered for consideration with its bid.

**INTENT:** These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this bid. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the vendor shall perform the same as though they were specifically mentioned, described, and delineated.

**NON-COLLUSION:** Vendors, by submitting a signed Agreement, certify that the accompanying bid is not the result of, or affected by any unlawful act of collusion with any other person or company in the same line of business or commerce, or any other fraudulent act punishable under Arizona or Federal law.

**USE OF BRAND NAMES:** The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict vendors to that manufacturer, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. In submitting a bid on a commodity other than as specified, vendors shall furnish complete data and identification with respect to the commodity they propose to offer. If a vendor does not indicate that the commodity offered is other than specified, it will be construed to mean that the vendor proposes to offer the exact commodity as described.

**ADDITIONAL INFORMATION:** All questions, clarifications and requests for additional information are to be put in writing and faxed, emailed or mailed to the attention of:

Candace Schroeder, CPPB  
Senior Procurement Specialist  
Purchasing Division, City of Flagstaff  
211 West Aspen, Flagstaff, AZ 86001

Email: [cschroeder@flagstaffaz.gov](mailto:cschroeder@flagstaffaz.gov)  
Fax No: (928) 213-2209

The City **shall not** be responsible for vendors adjusting their bid based on any oral instructions made by any employees or officers of the City regarding the bid instructions, drawing, specifications, or contract documents. All changes to the Invitation for Bids will be in the form of a written addendum, which will be furnished to all vendors who are listed with the City as having received the bid.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the bid opening. Any interpretation or correction of the Invitation for Bids documents will be made only by addendum, duly issued, and a copy of each addendum will be mailed, faxed or delivered to all who are known to have received a set of bid documents. The City is not responsible for any other explanations or interpretations of the Invitation for Bids documents.

**MATERIAL SAFETY DATA SHEET:** Vendor shall supply Materials Safety Data Sheets (MSDS) in accordance with Federal requirements with its bid response. If a bid is submitted without the MSDS, the bid may be considered non-responsive. A vendor entering the City workplace with materials requiring MSDS will supply the City with a MSDS covering those particular products the vendor may expose City employees or the general public to while working at the site.

**ASBESTOS MATERIALS:** Only asbestos-free materials are allowed in City facilities during any building maintenance, renovation or repair projects. Vendors must execute and submit the appropriate forms certifying the products as "asbestos-free" prior to installation. Forms and site information can be obtained by calling (928) 779-7685 ext. 7203.

**EVALUATION:** When determining the low responsive bid price the City will include the cost of options requested and selected, if any, as a part of the total bid price.

When evaluating bids, the City may incorporate known cost factors associated with the bid in determining the lowest responsive bid.

If the vendor is a resident vendor that has listed a valid City of Flagstaff sales tax number, the local tax will be factored out when evaluating the vendor's bid.

Prior to the award of a contract, the successful vendor shall have a completed Vendor Application on file with the Purchasing Division.

The City Council reserves the right to reject any and all bids, or any part thereof; to accept any bid or any part thereof; or to waive any formalities when it is deemed to be in the City's best interest.

Materials submitted by vendor shall become the property of the City of Flagstaff unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked. Information submitted in response to this request for bid is considered public record and may be disclosed pursuant to applicable Arizona Revised Statutes.

**AWARD:** The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms to the terms and conditions set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

**ACCEPTANCE:** All bids submitted to the City of Flagstaff are to remain firm for a minimum period of ninety (90) calendar days from the date the bids are officially opened, unless otherwise specified.

The successful vendor's bid is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the City Purchasing Director.

**DELIVERY:** The time for delivery shall be stated in definite terms and may be a factor in making an award. Delivery shall be made in accordance with the delivery time specified in the bid.

Risk of loss and/or damage shall be upon vendor until such time as the goods have been physically delivered to and accepted by the City.

**VENDOR REQUIREMENTS:** Provide a current list of customers who have purchased Auger Scraper Rebuild from your company in the last year. Please provide company name, contact person, address, and phone number.

**ESTIMATED QUANTITY:** The quantity stated on the bid form is the City's best estimate for the purchase of an Auger Scraper Rebuild over the following twelve (12) months. The purchase of an Auger Scraper Rebuild is pursuant to this Invitation for Bids is contingent upon the City Council authorizing an award of a contract. The City reserves the right to purchase more or less than the estimated quantities stated.

**PROPRIETARY INFORMATION:** Any information considered to be proprietary by the vendor shall be placed in a separate envelope and marked "Proprietary Information", subject to the public record disclosure laws. To the extent the Purchasing Director concurs, this information shall not be considered public information subject to the public record disclosure laws. The Purchasing Director shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.

**PUBLIC RECORD:** Except as otherwise stated herein, all bids submitted in response to this request shall become the property of the City and will become a matter of public record, available for review after an award has been made.

**BID TABULATION:** The City will not disclose bid results over the telephone. Bid tabulations will be available for review at the City Purchasing Office, 211 West Aspen, Flagstaff, Arizona. Those vendors who would like a copy of the bid results may obtain one by sending a stamped self-addressed envelope with their request.

**COST TO PREPARE:** The City will not reimburse the vendor the costs associated with responding to the request for bid.

## UNIFORM CONTRACT TERMS AND CONDITIONS

**WARRANTY:** Vendor expressly warrants that all goods and services covered by this Agreement shall conform to the specifications, drawings, samples or other description in this Agreement, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of vendor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect vendor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Vendor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by vendor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to vendor, may make such corrections or replace such goods and services and charge vendor for the cost incurred by the City thereby.

Vendor's product, service, and facilities shall be in full compliance with all applicable Federal, State and Local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from vendor's installation or delivery of the warranted item. Vendor shall provide the City with a copy of the complete manufacturer's warranty information.

**PATENTS:** Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its employees and agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and vendor further agrees to indemnify, hold harmless and defend the City and its employees and agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by vendor.

**COMPLIANCE:** It is agreed that vendor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Vendor agrees that if the product or service offered does not comply with the terms and conditions of this Agreement, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and vendor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

**SUB-CONTRACTING:** This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No such approval shall be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-vendor. No sub-vendor shall, under any circumstances, relieve vendor of its liability and obligation under this Agreement; and despite any such sub-contracting the City shall deal through vendor. Sub-vendors shall be dealt with as workers and representatives of vendor.

**TERMINATION:** The City reserves the right to terminate this Agreement for non-performance by vendor. Vendor may be given a reasonable opportunity to correct the deficiency prior to termination.

### DISPUTE RESOLUTION:

1. Mediation: If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org), with the exception of the

mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

2. **Litigation and Attorneys Fees:** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

**NON-EXCLUSIVE CONTRACT:** This Agreement shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

**PAYMENT:** The City shall issue checks twice monthly, the 15th and the 30th days. In order for the City to process an invoice in a timely manner, the invoice shall be received by the 8th or 22nd of each month.

**CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, the City may, within three years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is, or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of this Agreement. The cancellation shall be effective when the vendor receives written notice of the cancellation unless the notice specifies a later time. In addition to the right to cancel this Agreement, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to this Agreement, arising as the result of this Agreement.

**GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought for the purpose of enforcing a right or rights provided for in the Invitation for Bid shall be tried in a court of competent jurisdiction in Coconino County, Arizona.

**COOPERATIVE USE OF CONTRACT:** An Agreement resulting from this IFB may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Agreement may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this IFB who wish to cooperatively use the contract are subject to the approval of Vendor.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies (See list of S.A.V.E. members below). These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

X Yes  No

**CONTACT WITH CITY EMPLOYEES AND CONTRACTORS:** All persons and/or Vendors that are interested in this purchase (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the evaluation panel, the City Manager, Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential Vendors, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Additional Information, Instructions.

**CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL, ETC.):** Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

## SPECIAL TERMS AND CONDITIONS

**INTENT:** These specifications cover the furnishing of a rebuild for our current Auger Scraper or used, that has been proven and in field service for a minimum time period of one year. All components are to be manufacturer's standard and no prototype units will be considered.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the Vendor shall perform the same as though they were specifically mentioned, described, and delineated.

The Vendor is to submit a user list with in service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary the City can view the equipment in operation.

**CONTRACT TYPE:** Firm Fixed Price.

**CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.

**SUBSEQUENT PURCHASES:** The City, with the consent of the successful Vendor(s), reserves the right to purchase additional items as listed in this bid, if Vendor is willing to offer the same terms and conditions as submitted in this bid, for a period of twelve (12) months from the date of City Council approval.

**ALTERNATIVE BIDS:** The City is requesting alternative bids to consider. The City shall have the right to accept the lowest responsive bid within the alternative(s) selected and to reject the bids received on the other alternative categories. The determination by the City as to which alternative(s) is in its best interest shall be final and conclusive.

**APPROPRIATION OF FUNDS:** Vendor acknowledges and agrees that the City's obligations under this Agreement are contingent upon the appropriation of funds by the City Council for purposes of this Agreement for each fiscal year during the term or extended term of this Agreement. If funds for this Agreement are not appropriated, this Agreement shall terminate automatically on the date of expiration of funding, and the City shall not incur any obligation or liability to Vendor, except with respect to payments for authorized deliveries of the Auger Scraper Rebuild made by Vendor pursuant to this Agreement.

**COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Vendor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Vendor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

**BUSINESS OPERATIONS IN SUDAN/IRAN:** In accordance with A.R.S. (or "Section") 35-397, the Vendor certifies that the Vendor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Vendor's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

**SALES TAX:** The City shall compute the applicable sales tax on the Auger Scraper Rebuild that is not tax exempt.

**FREIGHT:** F.O.B. City of Flagstaff (delivery points listed) – All charge quotations shall be F.O.B. Destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by vendor.

**MISCELLANEOUS CHARGES:** If any other charges are applied to the Auger Scraper Rebuild, such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered at a later date.

**DELIVERY:** The prices quoted shall be F.O.B. destination delivered to the City of Flagstaff, Cinder Lake Landfill, Flagstaff, Arizona. Clean and ready for service with all items attached and operational. The selected vendor shall notify the Landfill Manager or designee by phone (928) 527-9844, not less than two (2) days in advance, informing them of how and when they intend to deliver the equipment.

**LIQUIDATED DAMAGES - DELIVERY:** Liquidated damages will be charged when the Vendor fails to perform the services within the specified turnaround time. Liquidated damages will be assessed at the rate of \$200 per calendar day to commence after the agreed upon delivery date has expired.

**PAYMENT:** Invoices shall contain the City of Flagstaff purchase order number. Vendor shall submit one invoice to the Landfill Manager, City of Flagstaff, 211 West Aspen, Flagstaff, AZ 86001, for all applicable deliveries.

**ON-SITE VISIT:** Vendors are encouraged to review the job sites prior to submitting their bid. Vendor shall be responsible for having examined the job sites, compared them with the descriptions and specifications of the bid, and for having examined all the bid documents and for acknowledging and accepting the conditions under which the work is to be performed before submitting its bid and entering into a contract. No allowance shall subsequently be made on behalf of Vendor on account of an error or negligence on its part for failing to become sufficiently familiar with the conditions of the job sites or surrounding areas.

**CONTRACT ADMINISTRATOR:** The Contract Administrator for the City shall be the Landfill Manager or designee. The Contract administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Agreement. Landfill Manager or designee can be contacted by phone (928) 527-9844.

**TERMINATION:** Non-Performance by Vendor shall be a basis for immediate termination of this Agreement. Vendor may be given a reasonable opportunity prior to the termination to correct any deficiencies.

**COMPLIANCE:** The equipment offered is to meet all OSHA, ANSI, EPA and State of Arizona regulations and standards.

**VENDOR REQUIREMENTS:** The Vendor or manufacturer bidding on these specifications must be able to provide technical service from an authorized service representative within a maximum of six hours after our request is made to the vendor or manufacturer. The authorized service center shall be within 180-mile radius from the City of Flagstaff, City limits.

Preference will be given to the Vendor that can provide the quickest response time to repair parts orders as determined from past experience and information obtained during interviews with companies currently using the proposed equipment.

The manufacturer, whether he is the Vendor or not, must be satisfactory to the City from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by these specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year.

The City reserves the right to, and may base a portion of the evaluation on a Vendor's past performance on timely repairs and parts and service availability as determined from experience and reference interviews.

The City reserves the right to reject bids of Vendors who cannot produce satisfactory evidence that they can furnish promptly, all spare parts needed for ordinary service or repair of the equipment herein specified and that the equipment offered has performed satisfactorily by current customers.

**INSPECTION AND PERFORMANCE TESTS:** Inspection of workmanship, materials, design and performance of the unit may be made at the vendor's factory at the sole discretion of the City. The City will pay all expenses of its inspectors. However, the entire unit specified shall be subject to final inspection and acceptance by the City upon delivery at the City facility designated on the purchase order. The complete unit will be required to undergo a performance test before final acceptance. Any defects or

failure to comply with any requirements of these specifications shall be immediately remedied by the vendor at the vendor's own expense before final acceptance.

**ACCEPTANCE:** Each item delivered shall be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the vendor prior to acceptance for any reason, additional periods of thirty calendar working days shall be allowed for inspection when subsequent deliveries occur. Any defects or failures to comply with any requirements of these specifications shall be immediately remedied, within seven calendar days, by the vendor at the vendor's own expense.

**WEATHER CONDITIONS:** This product will be used at elevations of 7,000 feet. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

**SITE VISIT:** At anytime during the term of the Agreement, the City of Flagstaff, at their sole option, may request a visit and inspection of the Vendor's facility and or work being done in order to ensure that the Vendor has the necessary equipment and qualifications to perform the requirements of this Invitation for Bid. Site Visits are at the expense of the City of Flagstaff.

**MANUFACTURER/SUPPLIER STABILITY:** In the interest of continued and reliable service, parts, and technical support, equipment suppliers shall have exhibited a consecutive history of financial stability and manufacture of similar equipment over a minimum of the past ten years. Documentation shall be provided in the bid package to verify such continuous business activity, such as location and contact lists (minimum 10 users). In the interest of process and quality control, the chassis manufacturer shall be ISO9001 certified. Because of the critical nature of the product and its application, the burden of proof for this requirement lays with the bidder and/or suppliers.

**RENTAL OPTION:** Quote rental price for 621 self loading or 627 self loading scraper. (Please provide attachment)

Equipment Make, Model:	623
Rate: per day (24 Hours)	\$1,500.00
Rate: Per Week (7 Days)	\$4,900.00
Rate: Per Month (30 Days)	\$14,400.00
Transportation Charges:	\$3,500.00 round trip
Tax:	9.05%

#### **INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

**INDEMNIFICATION:** Vendor (as "indemnitor") agrees to indemnify, defend and hold harmless the City (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the acts or omissions of indemnitor, its officers, officials, agents, employees or volunteers relating to this Agreement.

**INSURANCE:** Vendor shall procure and maintain until all of its obligations under this Agreement have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect vendor from liabilities that might arise out of the performance of the work under this Agreement by vendor, its agents, representatives, employees or sub-vendors and vendor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Vendor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

(Form CA 0001, ed. 12/93 or any replacement thereof.)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

**B. SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any self-insured retentions and deductibles shall be declared to and approved by the City.

**C. OTHER INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage's:

a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, or employees shall be in excess to the coverage of vendor's insurance and shall not contribute to it.

b. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. Coverage provided by vendor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

d. Vendor's insurance shall contain broad form contractual liability coverage.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from vendor's operations, work or products that are the subject of this Agreement.

**D. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Victoria Jackson, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

**E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect vendor from potential insurer insolvency.

**F. VERIFICATION OF COVERAGE:** Vendor shall furnish the City with Certificates of Insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All Certificates of Insurance shall be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal shall be a material breach of this Agreement.

All Certificates of Insurance required by this Agreement shall be sent directly to: Candace Schroeder, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time.

**G. APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the City's Risk Manager, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

**CITY OF FLAGSTAFF  
AUGER SCRAPER REBUILD**

**SPECIFICATIONS / REQUIREMENTS OF BID**  
**BID NUMBER 2011-17**

The City of Flagstaff intends to establish a contract to rebuild existing equipment; Auger Scraper for the City of Flagstaff, Cinder Lake Landfill as specified herein or to purchase a used Auger Scraper, utilizing current Auger Scraper as trade in.

The City shall have the right to accept the lowest responsive bid within the alternate or alternatives selected and to reject the bids received on the other alternative categories; furthermore, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

The determination by the City as to which alternative(s) is in its best interest shall be final and conclusive.

The bid items for consideration are listed as follows for the purpose of bidding:

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>
1.	<b>Scraper Rebuild</b>
2.	<b>Scraper Used</b>

The specifications as stated herein are desired features; the Use of Brand Names has been used per the Term and Conditions of, "Use of Brand Names", page four (4) of the IFB document. This bid is for Brand Name or Equal equipment.

The Vendor must furnish all information in the space provided under Comply and Offered. The use of "See Attachment" will be considered for reference material only; failure to provide Comply and Offered in the space provided will be construed to mean that the Vendor proposes to offer the exact commodity as described. The City reserves the right to determine what is considered equal to or not.

**CITY OF FLAGSTAFF  
AUGER SCRAPER REBUILD**

**PROVISIONS FOR REBUILD  
BID NUMBER 2013-06**

**WARRANTY:** Bidder guarantees that the equipment offered shall be warranted as follows:

- A. One full year parts and labor warranty.
- B. Three years or 6,000 hours, parts and labor warranty on the engine and power train, which is to include, reconditioned or worked on; but not be limited to the following items: torque converter, transmission, drive shaft, hydraulic pumps, hydraulic motors, universal joints, differential, transfer gear group, drive axles, drive pumps, drive motors, pinion and bevel gear, steering clutch, steering brake, and final drive gear train up to but not including sprockets.

The Vendor is to state the warranty period offered. A copy of the warranty should be submitted with the bid that clearly explains what parts and labor are warranted and the time period involved.

Bidder must send a copy of the standard and extended power train warranty which explaining clearly what parts and labor are warranted and the time period involved. Bidder is to also state the name of the firm where warranty work is to be performed and the maximum number of hours to respond to a service request by a qualified technician. The authorized warranty/service center shall be within one hundred eighty (180) miles of the Flagstaff City limits.

Vendor: EMPIRE SOUTHWEST, LLC

Address: 4900 E. Empire Ave City: FLAGSTAFF State: AZ, Zip: 86004

Maximum Response Time to Flagstaff: 6 Hours

**LIQUIDATED DAMAGES – WARRANTY:** In the event a qualified service technician trained to work on the equipment does not arrive on the Flagstaff job-site within six (6) working hours after notification or repair parts are not received within two (2) working days, or equipment is not fully operational within three (3) working days, liquidating damages in the amount of \$900 per day will be accessed and collected. This clause shall remain in effect for the warranty period. On presentation in writing by the vendor of verifiable information to the City that parts are not available to the dealer from their manufacturer or technicians' are not available by reason of strike, natural disaster, or national emergency, liquidate damages will not be accessed.

The vendor may avoid the damages for non-delivery of parts by making available to the City at no cost, a unit of similar size and capacity until the City of Flagstaff's equipment is restored to service.

**PARTS:** All repair parts shall be made available within three working days, from when the request is made.

**PARTS DISCOUNTS:** The bidder is to provide a discount or discounts from the manufacturer's suggested LIST PRICE for parts purchased from the bidder. The discount(s) shall remain constant for the duration of the warranty agreement, as stated under the warranty provisions. The Vendor shall likewise offer any published price reduction. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceeds contracted price discounts extended to the City by the Vendor.

State Discount offered: See attached

**RECOMMENDED SPARE PARTS:** The vendor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts. Parts furnished by other manufacturers shall be identified by the ordering data of the actual manufacturer.

The bidder shall guarantee that a complete stock of replacement parts for the specified equipment is available. Please provide the response time for replacement parts.

How long will you make parts available for this equipment: 15 + year(s).

**PREVENTIVE MAINTENANCE INSTRUCTIONS:** In addition to the manuals specified, the vendor shall furnish an equal number of condensed preventive maintenance instructions for each type of unit. These instructions shall consist of manufacturer's recommendations for periodic lubrication, cleaning, and all other preventive maintenance and shall be made up in a compact form to cover the particular unit delivered.

**CITY OF FLAGSTAFF  
 AUGER SCRAPER REBUILD  
 BID NUMBER 2013-06**

**1.1 SPECIFICATIONS**

CPT - Certified Powertrain Rebuild (Plus)

<b>DESIRED FEATURES</b>	<b>COMPLY YES / NO</b>	<b>OFFERED <i>ie: size, weight, type, etc.</i></b>
<b><u>EQUIPMENT FOR REBUILD:</u></b>	YES	CPT Plus
<b><u>2003 Caterpillar 627G Auger Scraper</u></b> VIN/SN: OCEX00270 HOURS: 11,000 CITY ID#: G8005	YES	CPT Plus
The rebuild of this equipment shall be completed by a certified facility authorized to complete work.	YES	
All parts used in the rebuild shall be Caterpillar certified OEM parts.	YES	
<b><u>POWER TRAIN REBUILD</u></b>	YES	CPT Plus
<b><u>Remove &amp; install radiator:</u></b>  Remove and install front radiator for recondition.	YES	
<b><u>Replace wiring harness:</u></b>  Replace all wiring harnesses on frame and scraper, inspect cab harness. Replace all damaged or patched wiring harnesses.	YES	CPT Plus
<b><u>Remove &amp; install transmission:</u></b>  Remove and install front transmission and differential for recondition.	YES	CPT Plus
<b><u>Recondition transmission:</u></b>  Recondition front power shift transmission, inclusive of transmission pump repair.	YES	CPT Plus
<b><u>Recondition transmission:</u></b>  Recondition rear transmission.	YES	CPT Plus
<b><u>Recondition drive shaft:</u></b>  Recondition front engine drive coupler and input bearing cage.	YES	CPT Plus

<b>DESIRED FEATURES</b>	<b>COMPLY YES / NO</b>	<b>OFFERED <i>ie: size, weight, type, etc.</i></b>
<u>Replace transmission lines/hoses:</u> Replace power train oil lines both front and rear.	YES	CPT Plus
<u>Recondition transmission oil pump:</u> Recondition transmission oil pump rear.	YES	CPT Plus
<u>Recondition differential:</u> Recondition front differential.	YES	CPT Plus
<u>Remove &amp; install differential:</u> Remove and install rear differential for recondition, replace universal joints.	YES	CPT Plus
<u>Recondition differential:</u> Recondition rear differential.	YES	CPT Plus
<u>Recondition retarder:</u> Recondition retarder.	YES	CPT Plus
<u>Recondition drive shaft:</u> Recondition front engine drive coupler and input bearing cage.	YES	CPT Plus
<u>Recondition final drive:</u> Recondition front final drives.	YES	CPT Plus
Rear final drives	YES	CPT Plus
<b><u>Auger Rebuild:</u></b>		
<u>Recondition Auger Drive:</u> Recondition Auger Hydraulic Drive Motor	YES	CPT Plus
<u>Recondition Auger Gearbox:</u> Recondition Auger Gearbox	YES	CPT Plus
<u>Recondition Auger Drive:</u> Recondition Lower Auger Drive Bearing	YES	CPT Plus
<u>Replace Draft Frame Trunnion:</u> Replace Draft arm and apron trunnions and linkage as needed	YES	CPT Plus

<b>DESIRED FEATURES</b>	<b>COMPLY YES / NO</b>	<b>OFFERED</b> <i>ie: size, weight, type, etc.</i>
<u>Recondition Auger:</u>  Recondition Lower Auger bearing, new bearings and seals; Misc: is for machining	YES	CPT Plus
<u>Recondition Auger:</u>  Recondition Auger frame and supports	YES	CPT Plus
<u>Recondition Auger:</u>  Replace shoes and cutting, weld any cracks, replace guard strips	YES	CPT Plus
Recondition implement pump.	YES	CPT Plus
Replace with CAT remanufactured cushion hitch pump.	YES	CPT Plus
Recondition cushion hitch load cylinder.	YES	CPT Plus
Recondition apron lift cylinder.	YES	CPT Plus
Recondition ejector cylinder.	YES	CPT Plus
Reseal cushion hitch control valve.	YES	CPT Plus
<u>Recondition hydraulic accumulator:</u>  Recondition Cushion hitch accumulators.	YES	CPT Plus
<u>Replace hydraulic hoses/lines:</u>  Inspect and replace hydraulic hoses, to include reclaiming hose ends if salvageable.	YES	CPT Plus
<u>Install apron trunnion:</u>  Remove and install apron, install new trunnion balls and weld in bearing half on apron and install cap.	YES	CPT Plus
<u>Replace apron lift arm:</u>  Replace apron lifting link.	YES	CPT Plus

<b>DESIRED FEATURES</b>	<b>COMPLY YES / NO</b>	<b>OFFERED</b> <i>ie: size, weight, type, etc.</i>
<u>Recondition cushion hitch:</u>		
Remove, recondition and install hitch.	YES	CPT Plus
<u>Paint:</u>		
Paint Equipment with CAT class B paint; replace all graphics with like decals.	YES	
Inspect and recondition Under Carriage	N/A	
<u>Computer Flash File Updates:</u>		
Install new manufacturer computer updates.	YES	
<u>Frame Updates:</u>		
Install manufacturer frame work updates.	YES	CPT Plus
<u>Recondition braking system:</u>		
Recondition all four brakes, include drums with re-man shoes	YES	CPT Plus
Recondition servo steering cylinder.	YES	CPT Plus
Recondition steering pump.	YES	CPT Plus
Recondition secondary steering pump.	YES	CPT Plus
<u>Miscellaneous repairs window glass:</u>		
Re-tint window glass.	YES	CPT Plus
<u>Replace seat assembly:</u>		
Replace seat and assembly.	YES	CPT Plus
<u>Refill fluids:</u>		
Refill all fluids.	YES	
<u>Clean machine:</u>		
Clean machine completely to perform power train rebuild.	YES	
<u>Test, check and adjust equipment:</u>		
Test, adjust and set all calibration setting after rebuild.	YES	
<u>Transportation:</u>		
Transport equipment to and from service center	YES	

**CITY OF FLAGSTAFF  
AUGER SCRAPER NEW/USED  
BID NUMBER 2013-06**

**2.2 SPECIFICATIONS FOR USED**

<b>DESIRED FEATURES</b>	<b>COMPLY YES / NO</b>	<b>OFFERED</b> <i>ie: size, weight, type, etc.</i>
Used 627 twin engine Auger Scraper or equal too.	NO	NEW 627H P/P 90,213 lbs
Less than 2500 hours.	YES	
Copies of all repairs and maintenance documentation.	YES	
Oil sample documentation: prior to purchase.	YES	
Warranty plan; List what is being offered.	YES	5YR / 7500HR Premier

**CITY OF FLAGSTAFF  
AUGER SCRAPER NEW/USED  
BID NUMBER 2013-06**

**2.2 SPECIFICATIONS FOR USED**

<b>DESIRED FEATURES</b>	<b>COMPLY YES / NO</b>	<b>OFFERED</b> <i>ie: size, weight, type, etc.</i>
Used 627 twin engine Auger Scraper or equal too.	NO	USED 627G P/P 86,957 lbs
Less than 2500 hours.	NO	3,584
Copies of all repairs and maintenance documentation.	NO	
Oil sample documentation: prior to purchase.	YES	
Warranty plan; List what is being offered.	NO	NONE

**CITY OF FLAGSTAFF  
AUGER SCRAPER REBUILD**

**BID FORM – AUGER SCRAPER REBUILD  
BID NUMBER 2013-06**

ITEM	DESCRIPTION	QUANTITY	COST
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1.	<b>REBUILD AUGER SCRAPER</b> <b><u>2003 Caterpillar 627G Auger Scraper</u></b> VIN/SN: OCEX00270 HOURS: 11,000 CITY ID#: G8005	One (1)	
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**TOTAL BID PRICE** **\$ 371,610.45**

**OPTIONS**

On optional pricing, provide the total additional cost or deduction excluding any applicable sales tax. Present all deductions with a negative value or in brackets.

**State any additional available options that you feel the City may wish to consider on the landfill compactor offered.**

<b><u>DESCRIPTION</u></b>	<b><u>COST</u></b>
Warranty Option Powertrain & Hydraulic	\$ 35,430.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**DELIVERY:**

Vendor to specify maximum number of calendar days after receipt of a purchase order  
75 Days.

**CITY OF FLAGSTAFF  
AUGER SCRAPER REBUILD**

**BID form – AUGER SCRAPER USED  
Bid Number 2013-06**

ITEM	DESCRIPTION	QUANTITY	COST
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1. USED AUGER SCRAPER One (1)

Trade In: 2003 Caterpillar 627G Auger Scraper  
 VIN/SN: OCEX00270  
 HOURS: 11,000  
 CITY ID#: G8005

**TOTAL BID PRICE** \$ 130,000

**OPTIONS**

On optional pricing, provide the total additional cost or deduction excluding any applicable sales tax. Present all deductions with a negative value or in brackets.

**State any additional available options that you feel the City may wish to consider on the landfill compactor offered.**

DESCRIPTION	COST
NEW 627H Scraper 2012 P/P	\$ 840,000
USED 627G 2007 P/P	\$ 675,000
	\$
	\$
	\$

**DELIVERY:**

Vendor to specify maximum number of calendar days after receipt of a purchase order  
45 Days.

## OFFER AND CONTRACT AWARD

Submit the original of this form to the City.

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### OFFER

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TO THE CITY OF FLAGSTAFF:

The Undersigned hereby offers and agrees to furnish the products, materials, services or construction in compliance with all terms, conditions, specifications and amendments in the Invitation for Bids, this Agreement and any written exceptions in the offer. Undersigned also certifies by signing and submitting this offer and Agreement that Undersigned has the legal authority to enter into a contract with the City.

For clarification of this offer, contact:

E-Mail Address: Todd.Owen@empire-cat.com

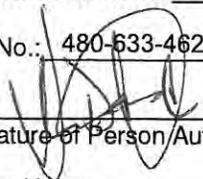
Name: Todd Owen

Federal ID Number: 86-0894087

Phone: 928-606-1335

Fax No.: 480-633-4626

EMPIRE SOUTHWEST, LLC  
Company Name

  
Signature of Person Authorized to Sign Offer

4900 E. Empire Ave  
Address

John Helms  
Printed Name

FLAGSTAFF                      AZ                      86004

VP / CFO

City                                      State                                      Zip

Title

Type of Legal Entity (select applicable box)

Date: Oct 2, 2012

Corporation     LLC     Partnership

Sole Proprietor     Other Limited Liability Company Designated as a Partnership

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### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

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Your offer is hereby accepted.

Vendor is now bound to sell the products, materials, services or construction listed by the attached award notice based upon the solicitation, including all bid and contract terms, conditions, specifications, amendments, etc., which are incorporated herein by reference, and vendor's offer as accepted by the City of Flagstaff.

This Agreement shall henceforth be referred to as Contract No. 2013-06. Vendor is hereby cautioned not to commence any billable work or provide any products, materials, services or construction under this Agreement until vendor receives an executed purchase order.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Rick Compau, C.P.M.  
Purchasing Director

## VENDOR CHECK LIST

**YOU SHOULD IMMEDIATELY COMPLETE AND FAX THE FOLLOWING TO (928) 213-2209.**

1. Bid Acknowledgment. \_\_\_\_\_

**PRIOR TO SUBMITTING YOUR BID YOU SHOULD VERIFY THAT THE FOLLOWING ITEMS HAVE BEEN COMPLETED.**

1. Verified your extensions and bid amounts? \_\_\_\_\_
2. Clearly noted all exceptions to City specifications? \_\_\_\_\_
3. Enclosed full descriptive information requested? \_\_\_\_\_
4. Attached all required drawings & specifications? \_\_\_\_\_
5. Addressed all bid specification requirements? \_\_\_\_\_
6. Completed the sales tax information? \_\_\_\_\_
7. Returned complete bid package? \_\_\_\_\_
8. Addressed bid envelope per instructions? \_\_\_\_\_
9. Include insurance verification (If Requested). \_\_\_\_\_
10. Completed and signed the Offer and Contract Award? \_\_\_\_\_



# Equipment Protection Plan Coverage Agreement

Customer Name: \_\_\_\_\_

Machine Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Coverage Start Date : \_\_\_\_\_

Coverage Start SMU : \_\_\_\_\_

Coverage Type and Terms selected: \_\_\_\_\_

Powertrain Exp. Date \_\_\_\_\_ SMU \_\_\_\_\_

Powertrain & Hydraulic Exp. Date \_\_\_\_/SMU \_\_\_\_\_

Premier Exp. Date \_\_\_\_/SMU \_\_\_\_\_

Travel : \_\_\_\_\_

Additional Notes: \_\_\_\_\_

The machine listed above was purchased with the following Equipment Protection Plan Coverage. **This coverage begins at the date and SMU (service meter usage) listed above and expires when the date or end SMU listed are met (whichever occurs first). This coverage applies to defects in material or workmanship only.** The coverage types are outlined below.

## Powertrain Coverage:

Extended Powertrain Coverage covers the components on a machine that are used to either produce, transmit, or control engine horsepower for propelling (moving) the machine – included components:

- **Basic Engine** -Including components essential to engine operation, i.e. fuel pump, oil pump, turbocharger, governor, engine control module, etc.
- **Transmission** - Includes transmission pumps and hydraulic controls
- **Torque Converter / Divider**
- **Drive Line** - includes drive shafts and U-joints
- **Transfer Gear Group**
- **Drive Axles**
- **Final Drives**
- **Hydraulic Drive Pumps & Motors** on hydraulic excavators and machines equipped with hydrostatic steering, including hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor.
- **Brake Components for track-type loaders and tractors, only** if they also provide steering.
- **Steering Clutch Components on track-type loaders and tractors**, if so equipped.
- **Differential Steering Components** includes differential steer planetary group, pump, motor and pilot valves.
- **Vibratory components** on vibratory compactors. Includes vibratory mechanism, hydraulic pump & motor, hydraulic valves, universal joints, bearings, and drum isolation system.
- **Rotor Drive Mechanism** on paving profilers, reclaimers, and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. Excluded are belts, chains and rotor brakes.
- **Electronic Controls and Sensors** which function to direct power for the purpose of moving the machine. This includes power shift controls, engine pressure controls, differential lock and finger-tip controls. It includes the wiring connectors that are part of the designated **powertrain** components.

### **Additional Machine Specific Details:**

**Compact Construction Equipment** powertrain coverage also includes drive sprocket, roller frame tensioning system, idler wheels, bogie wheels, track rollers, carrier rollers, recoil spring, track adjuster, radiator and cooler.

**Paving Equipment** also includes rotor axle, rotor drive, rotor drive shaft, rotor drive differential, rotor transmission, rotor drive electric shift, vibratory pump and motor, drum isolation mounting pad, drum drive gear reducer, drum support gear box, countershaft drive, compactor drum and vibration mechanism.

## Powertrain and Hydraulic Coverage:

Includes all Power Train covered items, plus Hydraulic Coverage which includes all hydraulic system parts and components of the basic machine associated with steering and implement control.

- **Hydraulic/ Steering Hoses and Lines**
- **Hydraulic Quick-Couplers and Swivels** within machine hydraulic system does not include attachment or work tool couplers.
- **Hydraulic Tanks** – Includes all internal parts.
- **Hydraulic Oil Filter Base** – excluding hydraulic oil filters.
- **Hydraulic Pumps and Motors** – including steering pumps (main and supplemental).
- **Hydraulic Cylinders** – steering, implement, hydraulic cylinders (including bulldozer and ripper cylinders on track-type tractors).
- **Hydraulic Valves and Controls** – includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls.
- **Hydraulic Accumulators** – steering and implement.
- **Hydraulic Oil Coolers** – steering & implement





**Empire Southwest, LLC**

1725 S. Country Club Dr.  
Mesa, AZ 85210-6003  
480.633.4300 tel  
480.633.4489 fax

**City of Flagstaff Discounts:**

IFB: 2013-06 – Auger Scraper Rebuild

<b>Commodities</b>	<b>Discount</b>
Abrasion Resistance Material	25%
DONALDSON TA	33%
Standard Dozer Ground Engaging Tools	30%
Cat Filters	15%
Large Dozer (D8-D11) Ground Engaging Tools	11%



Quote Number: RB2012-078

**Americas North Equipment Protection Plan Quote Confirmation**  
Caterpillar Certified Powertrain Rebuild Machine  
Caterpillar Certified Rebuild Machine

To: Jeffery Mountford  
Dealer: Empire Machinery  
Telephone:  
E-Mail Address: jeffery.mountford@empire-cat.com

From: Caterpillar Insurance  
E-Mail Address: equipmentprotectionplan@cat.com  
Date: 2012-09-18 00:00:00  
Quote Valid Until: 2013-03-17 00:00:00

Model	Serial Number	Extended Coverage	Premium/Fee USD
627	CEX00270	36 Months / 6,000 Hours Powertrain  CPT  Parts & Labor  6 Months Parts Deductible	17440

**Additional Comments:**

Must follow Caterpillar Certified Powertrain Rebuild Guidelines to qualify for CPT coverage.

**NOTE:** Coverage Start Date must be within 30 days of inspection date for valid enrollment.

**Current Machine Hours (SMU):**

**Enrollment Process:**

Use the on-line Machine Enrollment Registration (MER) or CLAIMSi to enroll the unit.  
Use the on-line Service Information Management System (SIMS) to update the customer name and address information.

**Signature of Authorized Agent:**

Martin Smith

Thank you for your business!

2120 West End Avenue, Nashville, TN 37203  
Toll Free: 1(800) 248-4228 Fax: (615) 341-8598

2011 Equipment Protection Plan Premium Schedule  
01/01/11 Ed.  
Caterpillar Confidential: Yellow

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ESTIMATE NUMBER	7153
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

**SOLD TO**

CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5399

**SHIP TO**

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	NOT CURRENT	P024106

QUANTITY	ITEM	DESCRIPTION
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THANK YOU FOR THE OPPORTUNITY TO PRESENT THIS CERTIFIED POWER TRAIN PLUS REBUILD ESTIMATE. THIS IS AN ESTIMATE BASED ON HISTORICAL AVERAGES FOR A RUNNING MACHINE IN GOOD CONDITION. A FIRM QUOTE WILL BE GIVEN AFTER DISASSEMBLY AND INSPECTION OF ALL COMPONENTS, PARTS AND/OR CORES FOR EMPIRE EXCHANGE OR CAT REMAN ARE COMPLETED.

CATERPILLAR CERTIFIED CRITERIA AND REUSE GUIDLINES WILL BE USED TO DETERMINE THE CONDITION OF PARTS REUSED.

ALL MAJOR CASTINGS, MAIN FRAMES, GEARS, SHAFTS, HVC, HONING, HYDRAULIC RODS OR BARRELS ARE NOT INCLUDED IN THIS ESTIMATE.

MACHINE ROPS MUST CONTAIN NO HOLES DRILLED IN ROPS STRUCTURE. IF HOLES ARE PRESENT, ROPS MUST BE REPLACED.

BULLDOZERS, BUCKETS, COUPLERS, TRUCK BODIES, WATER TANKS, AND OTHER ATTACHMENTS ARE NOT INCLUDED IN CERTIFIED REBUILD PRICING, A SEPERATE ESTIMATE WILL BE ISSURED AT CUSTOMERS REQUEST.

CURRENT TURN TIME IS 8 WEEKS FROM MACHINE ARRIVAL AT EMPIRE SHOP.

REMOVAL AND INSTALLATION OF ANY FIRE SUPPRESSION WILL BE THE CUSTOMERS RESPONSIBILITY. ALL REMOVALS AND INSTALLS MUST BE CONTRACTED DIRECTLY TO CUSTOMER.

CATERPILLAR CERTIFIED PARTS CREDITS ARE AVAILABLE. AVAILABLE OPTIONAL PURCHASE OF EXTENDED POWER TRAIN WARRANTY.

MACHINES THAT EXCEED \$100,000.00 USD. WILL RECEIVE A MACHINE REBUILD INCENTIVE PAINT WITH DECAL AT NO CHARGE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS ESTIMATE PLEASE CONTACT YOUR PRODUCT SUPPORT REPRESENTATIVE.



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CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
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QUANTITY	ITEM	DESCRIPTION
----------	------	-------------

09 REMOVE & INSTALL RADIATOR

REMOVE AND INSTALL FRONT RADIATOR FOR RECONDITION.  
 MISC. CHARGES REFLECT VENDOR CHARGES.

CPT.

TOTAL PARTS	939.40
TOTAL LABOR	1290.90
TOTAL MISC	1968.75
SEGMENT 09 TOTAL	4199.05

10 REMOVE & INSTALL ENGINE

REMOVE AND INSTALL FRONT ENGINE FOR RECONDITION

CPT.

TOTAL PARTS	1289.14
TOTAL LABOR	4617.45
TOTAL MISC	0.00
SEGMENT 10 TOTAL	5906.59

11 RECONDITION ENGINE

RECONDITION FRONT ENGINE. CPT REBUILD. MISC.  
 CHARGES REFLECT AN AVERAGE AMOUNT OF ENGINE BLOCK  
 SALVAGE LABOR AND DYNO CHARGES.

CPT.

TOTAL PARTS	27824.43
TOTAL LABOR	11917.00
TOTAL MISC	1625.00
SEGMENT 11 TOTAL	41366.43

12 RECONDITION RETARDER  
 RECONDITION RETARDER.

CPT.



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DATE	09/27/2012
AGMT/PSO/WO #	
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QUANTITY	ITEM	DESCRIPTION
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TOTAL PARTS	1152.56
TOTAL LABOR	1191.60
TOTAL MISC	0.00
SEGMENT 12 TOTAL	2344.16

13 REMOVE & INSTALL POWER PACK

REMOVE AND INSTALL REAR ENGINE MODULE FOR RECONDITION. ALL REAR POWER TRAIN HOSES. MISC. CHARGES REFLECT RADIATOR REBUILD COSTS.

CPT.

TOTAL PARTS	2058.17
TOTAL LABOR	3177.60
TOTAL MISC	2110.65
SEGMENT 13 TOTAL	7346.42

14 RECONDITION ENGINE

RECONDITION REAR ENGINE. CERTIFIED REBUILD. MISC CHARGES REFLECT AN AVERAGE AMOUNT OF ENGINE BLOCK SALVAGE LABOR AND DYNO CHARGES.

CPT.

TOTAL PARTS	24050.74
TOTAL LABOR	9136.00
TOTAL MISC	1250.00
SEGMENT 14 TOTAL	34436.74

15 REPLACE WIRING HARNESS

REPLACE TRACTOR AND SCRAPER MAIN FRAME HARNESES, BATTERY CABLES, AND ELECTRICAL COMPONENTS AS NEEDED.

PLUS OPTION.



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QUANTITY	ITEM	DESCRIPTION		
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TOTAL PARTS	4944.91
TOTAL LABOR	3376.20
TOTAL MISC	0.00
SEGMENT 15 TOTAL	8321.11

30 REMOVE & INSTALL TRANS & DIFFERENTIAL UNIT  
REMOVE AND INSTALL FRONT TRANSMISSION AND  
DIFFERENTIAL FOR RECONDITION.

CPT.

TOTAL PARTS	1191.12
TOTAL LABOR	1986.00
TOTAL MISC	0.00
SEGMENT 30 TOTAL	3177.12

31 RECONDITION TRANSMISSION  
RECONDITION FRONT TRANSMISSION. MISC. CHARGES  
REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE  
WORK.

CPT.

TOTAL PARTS	10742.01
TOTAL LABOR	4965.00
TOTAL MISC	950.00
SEGMENT 31 TOTAL	16657.01

32 RECONDITION TRANSMISSION  
RECONDITION REAR TRANSMISSION. MISC. CHARGES  
REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE  
WORK.

CPT.

TOTAL PARTS	7323.31
TOTAL LABOR	4120.95
TOTAL MISC	350.00
SEGMENT 32 TOTAL	11794.26



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DATE	09/27/2012
AGMT/PSO/WO #	
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QUANTITY	ITEM	DESCRIPTION		
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33 REPLACE TRANSMISSION LINES/HOSES  
REPLACE ALL FRONT POWER TRAIN OIL HOSES.

CPT.

TOTAL PARTS	1405.13
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 33 TOTAL	2398.13

34 REMOVE & INSTALL DIFFERENTIAL  
REMOVE AND INSTALL REAR DIFFERENTIAL FOR RECONDITION.

CPT.

TOTAL PARTS	251.27
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 34 TOTAL	1244.27

35 RECONDITION DIFFERENTIAL  
RECONDITION REAR DIFFERENTIAL.

CPT.

TOTAL PARTS	6285.96
TOTAL LABOR	1638.45
TOTAL MISC	150.00
SEGMENT 35 TOTAL	8074.41

36 RECONDITION DIFFERENTIAL  
RECONDITION FRONT DIFFERENTIAL. MISC. CHARGES  
REFLECT AN AVERAGE AMOUNT OF SALVAGE MACHINE WORK.

CPT.



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AGMT/PSO/WO #	
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TOTAL PARTS	8115.26
TOTAL LABOR	1539.15
TOTAL MISC	800.00
SEGMENT 36 TOTAL	10454.41

40 RECONDITION FINAL DRIVE  
 RECONDITION BOTH FRONT FINAL DRIVES.

CPT.

TOTAL PARTS	4674.49
TOTAL LABOR	2697.80
TOTAL MISC	0.00
SEGMENT 40 TOTAL	7372.29

41 RECONDITION FINAL DRIVE  
 RECONDITION BOTH REAR FINAL DRIVES.

CPT.

TOTAL PARTS	4674.49
TOTAL LABOR	2697.80
TOTAL MISC	0.00
SEGMENT 41 TOTAL	7372.29

42 REMOVE & INSTALL STEERING CYLINDER  
 REMOVE AND INSTALL BOTH STEERING CYLINDERS FOR RESEAL. STEERING CYLINDER PINS WILL BE INSPECTED AND CUSTOMER WILL BE ADVISED IF REPLACEMENT IS NEEDED.

PLUS OPTION.

TOTAL PARTS	26.50
TOTAL LABOR	578.10
TOTAL MISC	0.00
SEGMENT 42 TOTAL	604.60

43 RECONDITION STEERING CYLINDER



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CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

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QUANTITY	ITEM	DESCRIPTION
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REBEARING/RESEAL BOTH STEERING CYLINDERS.

PLUS OPTION.

TOTAL PARTS	636.00
TOTAL LABOR	706.40
TOTAL MISC	0.00
SEGMENT 43 TOTAL	1342.40

44 RECONDITION SERVICE BRAKE  
 RECONDITION ALL FOUR BRAKES.

PLUS OPTION.

TOTAL PARTS	19411.08
TOTAL LABOR	3972.00
TOTAL MISC	0.00
SEGMENT 44 TOTAL	23383.08

50 REMOVE & INSTALL BOWL LIFT CYLINDER  
 REMOVE AND INSTALL BOTH BOWL LIFT CYLINDERS FOR RESEAL. PARTS COST REFLECTS REPLACEMENT OF LOWER MOUNT PINS.

PLUS OPTION.

TOTAL PARTS	265.00
TOTAL LABOR	1156.20
TOTAL MISC	0.00
SEGMENT 50 TOTAL	1421.20

51 RECONDITION BOWL LIFT CYLINDER  
 REBEARING/RESEAL BOTH BOWL LIFT CYLINDERS.

PLUS OPTION.

TOTAL PARTS	636.00
TOTAL LABOR	706.40
TOTAL MISC	0.00
SEGMENT 51 TOTAL	1342.40



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CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

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----------	------	-------------

52 REMOVE & INSTALL EJECTOR CYLINDER  
REMOVE EJECTOR CYLINDER FOR RESEAL.

PLUS OPTION.

TOTAL PARTS	15.90
TOTAL LABOR	385.40
TOTAL MISC	0.00
SEGMENT 52 TOTAL	401.30

53 RECONDITION EJECTOR CYLINDER  
REBEARING/RESEAL EJECTOR CYLINDER.

PLUS OPTION.

TOTAL PARTS	477.00
TOTAL LABOR	441.50
TOTAL MISC	0.00
SEGMENT 53 TOTAL	918.50

54 REPLACE HYDRAULIC HOSES/LINES  
REPLACE ALL COMMONLY WORN HYDRAULIC, STEERING, AND  
CUSHION HITCH HOSES ON TRACTOR AND SCRAPER.

PLUS OPTION.

TOTAL PARTS	3566.49
TOTAL LABOR	2482.50
TOTAL MISC	0.00
SEGMENT 54 TOTAL	6048.99

55 REMOVE & INSTALL IMPLEMENT PUMP  
REMOVE AND INSTALL IMPLEMENT PUMP FOR RECONDITION.

PLUS OPTION.



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DATE	09/27/2012
AGMT/PSO/WO #	
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QUANTITY	ITEM	DESCRIPTION
----------	------	-------------

TOTAL PARTS	318.00
TOTAL LABOR	289.40
TOTAL MISC	0.00
SEGMENT 55 TOTAL	607.40

56 RECONDITION IMPLEMENT PUMP  
 RECONDITION IMPLEMENT PUMP.  
 PLUS OPTION.

TOTAL PARTS	742.00
TOTAL LABOR	1059.60
TOTAL MISC	0.00
SEGMENT 56 TOTAL	1801.60

57 REMOVE & INSTALL CUSHION HITCH PUMP  
 REMOVE AND INSTALL CUSHION HITCH PUMP FOR  
 RECONDITION.  
 PLUS OPTION.

TOTAL PARTS	58.30
TOTAL LABOR	99.30
TOTAL MISC	0.00
SEGMENT 57 TOTAL	157.60

58 RECONDITION CUSHION HITCH PUMP  
 RECONDITION CUSHION HITCH PUMP.  
 PLUS OPTION.

TOTAL PARTS	265.00
TOTAL LABOR	441.50
TOTAL MISC	0.00
SEGMENT 58 TOTAL	706.50

59 RECONDITION HYDRAULIC CONTROL VALVE  
 RECONDTION ALL HYDRAULIC VALVES, WITH NEW SEALS,  
 INCLUDING HYDRAULIC CONTROL, STEERING, CUSHION



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ESTIMATE NUMBER	7153
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AGMT/PSO/WO #	
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HITCH CONTROL VAVLES.

PLUS OPTION.

TOTAL PARTS	6201.52
TOTAL LABOR	3972.00
TOTAL MISC	0.00
SEGMENT 59 TOTAL	10173.52

60 REMOVE & INSTALL AUGER  
 REMOVE AND INSTALL AUGER HYDRAULIC DRIVE, MOTOR.  
 AUGER AND LOWER BEARING. FOR RECONDITION.

PLUS OPTION.

TOTAL PARTS	265.00
TOTAL LABOR	2581.80
TOTAL MISC	0.00
SEGMENT 60 TOTAL	2846.80

61 RECONDITION AUGER DRIVE  
 RECONDITION AUGER HYDRAULIC DRIVE MOTOR.

PLUS OPTION.

TOTAL PARTS	636.00
TOTAL LABOR	883.00
TOTAL MISC	0.00
SEGMENT 61 TOTAL	1519.00

62 RECONDITION AUGER GEARBOX  
 RECONDITION AUGER GEAR BOX.

PLUS OPTION.

TOTAL PARTS	7275.20
TOTAL LABOR	1986.00
TOTAL MISC	0.00
SEGMENT 62 TOTAL	9261.20



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AGMT/PSO/WO #	
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QUANTITY	ITEM	DESCRIPTION		
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63 RECONDITION AUGER DRIVE  
 RECONDITION LOWER AUGER DRIVE BEARING.  
 PLUS OPTION.

TOTAL PARTS	2048.65
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 63 TOTAL	3041.65

64 REPLACE DRAFT FRAME TRUNNION  
 REPLACE DRAFT ARM AND APRON TRUNNIONS AND LINKAGE  
 AS NEEDED.  
 PLUS OPTION.

TOTAL PARTS	4825.18
TOTAL LABOR	2979.00
TOTAL MISC	0.00
SEGMENT 64 TOTAL	7804.18

65 RECONDITION AUGER  
 REPLACE SHOES AND CUTTING , WELD ANY CRACKS,  
 REPLACE GUARD STRIPS.  
 PLUS OPTION.

TOTAL PARTS	9828.46
TOTAL LABOR	4965.00
TOTAL MISC	0.00
SEGMENT 65 TOTAL	14793.46

66 RECONDITION AUGER  
 RECONDION LOWER AUGER BEARING.NEW BEARINGS AND  
 SEALS.  
 MISC: IS FOR MACHINING.  
 PLUS OPTION.



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DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

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TOTAL PARTS	749.46
TOTAL LABOR	993.00
TOTAL MISC	500.00
SEGMENT 66 TOTAL	2242.46

67 RECONDITION AUGER  
 RECONDITION AUGER FRAME AND SUPPORTS.  
 PLUS OPTION.

TOTAL PARTS	0.00
TOTAL LABOR	7944.00
TOTAL MISC	0.00
SEGMENT 67 TOTAL	7944.00

70 RECONDITION CAB  
 REPLACE SEAT, FLOORMAT, HEADLINER, AND ANY BROKEN  
 OR DAMAGED INDICATORS, COVERS, OR CONTROLS.  
 PLUS OPTION.

TOTAL PARTS	5464.30
TOTAL LABOR	1986.00
TOTAL MISC	250.00
SEGMENT 70 TOTAL	7700.30

71 RECONDITION AIR CONDITIONER  
 RECONDITION A/C SYSTEM. ALL NEW HOSES, DRYER, AND  
 COMPRESSOR.  
 PLUS OPTION.

TOTAL PARTS	2150.75
TOTAL LABOR	1489.50
TOTAL MISC	250.00
SEGMENT 71 TOTAL	3890.25

72 RECONDITION HITCH  
 RECONDITION HITCH



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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	NOT CURRENT	P024106
QUANTITY	ITEM	DESCRIPTION			

PLUS OPTION.

TOTAL PARTS	11848.42
TOTAL LABOR	11419.50
TOTAL MISC	6500.00
SEGMENT 72 TOTAL	29767.92

73 REPAIR LADDER/STEP  
REPAIR OR REPLACE REAR STEPS AND OTHER DAMAGED SHEET METAL.

PLUS OPTION.

TOTAL PARTS	749.97
TOTAL LABOR	1489.50
TOTAL MISC	0.00
SEGMENT 73 TOTAL	2239.47

74 REMOVE & INSTALL BODY LINER  
REPLACE PLASTIC LINER IN BOWL.

PLUS OPTION.

TOTAL PARTS	12960.78
TOTAL LABOR	2482.50
TOTAL MISC	0.00
SEGMENT 74 TOTAL	15443.28

7A CLEAN MACHINE  
CLEAN MACHINE FOR REBUILD.

TOTAL PARTS	0.00
TOTAL LABOR	770.80
TOTAL MISC	0.00
SEGMENT 7A TOTAL	770.80

7B TEST/CHECK & ADJUST MACHINE  
TEST AND ADJUST ALL PRESSURES, SETTINGS, AND CALIBRATIONS AFTER REBUILD.



SAFETY • RESPECT • INTEGRITY • TEAMWORK  
 EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	7153
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	NOT CURRENT	P024106

QUANTITY	ITEM	DESCRIPTION		
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TOTAL PARTS	0.00
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 7B TOTAL	993.00

7C SERVICE EXTENDED WARRANTY EXTENDED WARRANTY  
 36MO/6000HR EMPIRE EXTENDED POWERTRAIN  
 WARRANTY. CUSTOM QUOTE FROM CAT INSURANCE.

SEGMENT 7C TOTAL	17440.00
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7D REFILL MACHINE  
 REFILL AND TOP OFF FLUIDS AFTER RECONDION.

TOTAL PARTS	3195.90
TOTAL LABOR	297.90
TOTAL MISC	0.00
SEGMENT 7D TOTAL	3493.80

7E TRANSPORT MACHINE  
 ROUND TRIP FROM FLAGSTAFF LANDFILL TO EMPIRE MESA

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	1715.00
SEGMENT 7E TOTAL	1715.00



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK  
 EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	7153
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	NOT CURRENT	P024106
QUANTITY	ITEM	DESCRIPTION			

ENVIRON. FEE	0.00
STATE/COUNTY TAX	17,330.10
CITY/OTHER TAX	4,154.48
<b>TOTAL ESTIMATE</b>	<b>375,764.93</b>
<b>EXPIRATION DATE</b>	<b>12/26/2012</b>

CONDITIONS:  
 CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Ryan Roberts, Utilities Engineering Manager  
**Co-Submitter:** Patrick Brown  
**Date:** 11/20/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration of Contracts:** On-Call Professional Water, Wastewater, Energy Engineering Consulting Services.

**RECOMMENDED ACTION:**

1. Approve the twelve (12) On-Call Engineering Consulting Service Contracts for Wastewater Treatment, Water Treatment and Energy Efficiency, not to exceed \$250,000 annually per firm in each discipline
2. Authorize the City Manager to execute the necessary documents

**Policy Decision or Reason for Action:**

Policy decision or reason for action:

- Efficiency
- The On-Call Professional Engineering Consulting Services will allow for Plant and Energy related projects and planning documents to be prepared and designed that are unique to Energy Efficiency, Wastewater Treatment and Water Treatment facilities.

**Financial Impact:**

Costs will be expended from the Utilities Department capital improvement and operational capital budgets already approved by Council and allocated to the individual projects.

**Connection to Council Goal:**

Quality Reliable Infrastructure

**Has There Been Previous Council Decision on This:**

No.

**Options and Alternatives**

1. Approve a smaller number of contracts (3 Minimum for each discipline).
2. Approve with a lower spending cap limit of \$150,000 maximum annually.
3. Reject the On-Call services contracts and solicit RSOQ bids for each individual capital project related to Wastewater Treatment, Water Treatment and Energy Efficiency Improvements.

**Background/History:**

The City of Flagstaff Utilities Division currently hires engineering consultants that specialize in wastewater treatment, water treatment, process, hydraulic modeling and energy services to meet its business and regulatory needs. Over the next few years there will be a significant number of plant related capital projects that require engineering consultants that specialize in these fields. The Utilities Division plans to establish a list of qualified design engineering firms to perform work on miscellaneous Water Treatment, Wastewater Treatment and Plant Energy Efficiency related projects associated with our treatment facilities. The selected engineering firms will be placed on a list the City will utilize for direct selection to perform energy audits, treatment process assessments and improvements, design, bidding and construction phase services for our treatment facilities only. Water and sewer pipeline transmission and delivery infrastructure design are not included in this request, there is already an established on-call list for the specialized services.

In addition, Utilities has identified several energy investment initiatives for its wastewater treatment and drinking water treatment and delivery systems. Previous energy efficiency studies have been conducted by consultants have identified various pumps and blowers that if replaced would result in immediate electrical cost savings and are eligible for APS rebate refunds. The purpose of the on-call consultant service is to implement these energy efficiency cost saving measures in order to reduce our on-going electrical operational costs.

In October 2012, the City solicited a Request for Statement of Qualifications (RSOQ) for On-Call Professional Engineering consulting services in three (3) discipline areas: Wastewater Treatment, Water Production and Energy Efficiency within the utility system operations. The City received a total of 30 statements from 13 respondents. An evaluation committee was formed consisting of 5 members, including two members outside of City employment, all having experience working in or with these specialized professional services. The evaluation process reviewed each company's submittal with respect to their project team, personnel, experience in the discipline, project approach, response time and any value added knowledge of the City's existing Treatment plants.

**Key Considerations:**

The On-Call Professional Water, Wastewater, Energy Engineering Consulting Services will help the City with cost effective specialized Engineering and technical support in order to reduce energy costs, maintain and deliver quality, and provide reliable process operations at both our Water and Wastewater Treatment facilities.

On-Call Professional Water, Wastewater, Energy Engineering Consulting Service Contracts save time and money for all parties involved. The consulting engineers are relieved of many hours of proposal preparation and interview time, along with related expenses. The City saves the cost of multiple legal advertisements, and the extensive staff time and related expenses involved with individually advertising and selecting consultants for each individual project. On-Call Service Contracts are specifically addressed and authorized by the Arizona Revised Statutes and they adhere to current City of Flagstaff procurement standards.

The City does not guarantee an engineering firm on the list will be awarded a contract. The number of firms selected in each discipline directly relates to the amount of engineering services required for budgeted capital projects in that area. Based on the Utilities FY2013-2018 5 year capital plan we are only submitting (5) Wastewater Treatment firms, (4) Water Treatment firms and (3) Energy Engineering firms in lieu of five (5) for each.

Requesting approval of the twelve (12) On-Call Engineering Consulting Service Contracts for Wastewater Treatment, Water Treatment and Energy Efficiency, not to exceed \$250,000 annually per firm in each discipline to the following firms:



# Addendum 1

## CITY OF FLAGSTAFF RSOQ EVALUATION SUMMARY

### On-Call Engineering Services: Wastewater Treatment



Carollo	Black & Veatch	Brown & Caldwell	Fluid Solutions	GHD	McBride Engineering	NCS Engineering	Tata & Howard	Tetra Tech	WaterWorks	Westland Resources	Wilson Engineering
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<b>Total Points</b>	<b>683</b>	<b>492</b>	<b>618</b>	<b>320</b>	<b>619</b>	<b>385</b>	<b>545</b>	<b>603</b>	<b>625</b>	<b>430</b>	<b>434</b>	<b>490</b>
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Rank Top 5

1 4 3 5 2

### On-Call Engineering Services: Water Treatment



Carollo	Black & Veatch	Brown & Caldwell	Fluid Solutions	GHD	HDR	McBride Engineering	NCS Engineering	Tata & Howard	WaterWorks	Westland Resources	Wilson Engineering
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<b>Total Points</b>	<b>585</b>	<b>564</b>	<b>615</b>	<b>374</b>	<b>530</b>	<b>607</b>	<b>448</b>	<b>544</b>	<b>599</b>	<b>416</b>	<b>427</b>	<b>496</b>
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Rank Top 4

4 1 2 3

### On-Call Engineering Services: Energy Efficiency



Brown & Caldwell	HDR	NCS Engineering	Tata & Howard	Taylor RyMar Corp	Westland Resources
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<b>Total Points</b>	<b>541</b>	<b>605</b>	<b>606</b>	<b>658</b>	<b>405</b>	<b>533</b>
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Rank Top 3

3 2 1

**SERVICE AGREEMENT  
FOR  
ON-CALL PROFESSIONAL CONSULTING SERVICES: [SERVICE NAME]**

**CITY OF FLAGSTAFF  
and**

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This Agreement for the On-Call Professional Consulting Services (“Agreement”) is made by and between the City of Flagstaff (“City”), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and [Party's Name], [Form of organization], with offices at [Party's address] (“Provider”), effective as of the date written below.

**RECITALS**

- A. The City desires to enter into this Agreement in order to obtain services of a Contractor for the On-Call Professional Consulting services [Service Name], as outlined in the Scope of Work/Specifications section of the RSOQ document; and
- B. Provider has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Agreement;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following services:

1.1 Provider agrees to provide the services as set forth in detail in Exhibit “A” attached and incorporated in this Agreement. All of the terms and conditions set forth in this RSOQ pertaining to the services set forth in Attachment A, including all standard terms and conditions shall be incorporated in this Agreement as if fully set forth herein.

1.2 Provider warrants that all materials, services or construction delivered under the Agreement shall conform to the specifications of the Agreement. The City’s receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Provider or the rights of the City under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Provider or any other person except with prior written permission of the City.

**2. COMPENSATION OF PROVIDER**

Provider agrees to provide all of the services set forth in Exhibit “A” for prices not to exceed the amounts set forth in the fee/price schedule, attached as Exhibit “B”. Contractor agrees that any specific scopes of work for individual Task Orders will have specific and mutually agreed upon fee

schedules attached.

### **3. RIGHTS AND OBLIGATIONS OF PROVIDER**

**3.1 Independent Contractor.** The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

**3.2 Provider's Control of Work.** All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for, and in full control of, the work of all such personnel.

**3.3 Reports to the City.** Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services, and the right of the City to audit Provider's records.

**3.4 Compliance with All Laws.** Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

### **4. NOTICE PROVISIONS**

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative

Patrick Brown, C.P.M.  
Senior Procurement Specialist  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001

To Provider:

Provider's representative's name, title  
Provider's name, e.g. name of corporation  
Address Line 1  
Address Line 2  
City, State Zip Code

### **5. INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to

tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

**6. INSURANCE**

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider's agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

**6.1. Minimum Scope and Limits of Insurance.** Provider shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form  
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000
Medical Expense (any one person)	Optional

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles  
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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6.1.3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

6.1.4. Professional Liability

\$1,000,000

**6.2 Self-insured Retention/Deductibles.** Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

**6.3. Other Insurance Requirements.** The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Agreement and activities performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.

6.3.2 The Provider's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

6.3.4. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Provider's insurance and shall not contribute to it.

6.3.5 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.7 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Provider for the City.

**6.6 Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the City. Notices required by this section shall be sent directly to Patrick Brown, Senior Procurement Specialist, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

**6.7 Acceptability of Insurers.** Provider shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Provider from potential insurer insolvency.

**6.8 Verification of Coverage.** The Provider shall furnish the City with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.8.1 The City must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider's and its subcontractors' obligations under this Agreement have been met. The Provider's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

6.8.2 All certificates of insurance shall be sent directly to Patrick Brown, Senior Procurement Specialist, 211 West Aspen Avenue, Flagstaff, Arizona 86001. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. The City shall not be obligated, however, to review any insurance policies or to advise Provider of any deficiencies in such policies and endorsements. The City's receipt of Provider's policies or endorsements shall not relieve Provider from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Provider's obligations under this Agreement.

**6.9 Subcontractors.** Provider's certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the City Separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**6.10 Approval.** Any modification or variation from the insurance requirements in this Agreement must have the prior approval of the City's Attorney's Office, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

## **7. DEFAULT AND TERMINATION**

**7.1 Events of Default Defined.** The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

- 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;
- 7.1.2.7 Failure to provide the City, upon request, with adequate assurance of future performance;
- 7.1.2.8 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.9 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

## **7.2 Remedies.**

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the City may invoke any or all of the following remedies:

- 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
- 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
- 7.2.1.3 The right to monetary damages;
- 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
- 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and
- 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 In the Event of Default by the Provider, the City shall not be liable to Provider for any amount, and Provider may be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

**7.3 Right to Offset.** Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the City due to default of Proposer, or due to the City's exercise any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

**7.4 Termination for Convenience.** The City reserves the right to terminate, with or without cause, this Agreement upon ninety (90) days written notice. The City shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the City shall reimburse Proposer for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the City after costs are claimed and allowed. Proposer shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

## **8. GENERAL PROVISIONS**

**8.1 Headings.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**8.2 Jurisdiction and Venue.** This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

**8.3 Attorney's Fees.** Subject to Section 8.11, if suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

**8.4 Severability.** If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

**8.5 Successors and Assigns.** No right or interest in the Agreement shall be assigned by Provider without prior written permission of the City, and no delegation of any duty of Provider shall be made without prior written permission of the City. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. This Agreement shall extend to and be binding upon the Provider, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Provider shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Provider shall sell its assets.

**8.6 Subcontracts.** No subcontract shall be entered into by Provider with any other party to furnish any service specified in this Agreement without the advance written approval of the City. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Agreement which shall apply with equal force to the subcontract, as if the subcontractor were the Provider. Provider is responsible for contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. Provider shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

**8.7 Conflict of Interest.** Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

**8.8 Authority to Contract.** Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

**8.9 Integration.** This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RSOQ Package that have been incorporated into this Agreement. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

**8.10 Non Appropriation.** If the City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the City may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations. The City agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds appropriated and budgeted by the City to fund payments under this Agreement.

**8.11 Mediation.** If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org) with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

**8.12 Non-Discrimination.** Provider shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Provider shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**8.13 Compliance with Federal Immigration Laws and Regulations.** Provider hereby warrants to the City that the Provider and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter “Provider Immigration Warranty”).

8.13.1 A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

8.13.2 The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

8.13.3 The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of Subcontractors to ensure compliance with Provider’s Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

8.13.4 The provisions of this Article must be included in any contract the Provider enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**8.14 Anti-Trust Violations.** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Provider. Therefore, to the extent permitted by law, Provider hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill this Agreement.

**8.15 Advertising.** Proposer shall not advertise or publish information concerning the Agreement, without the prior written consent of the City.

**8.16 Inspection.** All material, services or construction are subject to final inspection and acceptance by the City. The City may, at reasonable times and at its expense, inspect the plant or place of business of Provider or its subcontractor(s) which is related to the performance of this Agreement. This right of inspection and supervision shall include, but not be limited to the right of the City to audit Provider’s records.

**8.17 Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party’s performance of this Agreement is prevented by reason of force majeure.

8.17.1 The term “force majeure” means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or unreasonable failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in writing, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

8.17.2 Force majeure shall not include the following occurrences:

8.17.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or by an oversold condition of the market.

8.17.2.2 Late performance by a Subcontractor unless the delay arises directly out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.17.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

**8.18 Business Operations in Sudan/Iran.** In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider’s certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

## **9. SPECIAL TERMS AND CONDITIONS**

**9.1 Task Order; Authorization to Proceed.** All proposed work under this Agreement shall be performed pursuant to the issuance of individual Task Orders. Contractor shall perform no work under this Agreement until or unless a written Task Order has been issued by the City and executed by the Parties, which Task Order describes the specific services and the time of performance requested by the City. Contractor shall respond to each Task Order issued by the City by submitting a written fee proposal and time required to complete the specific services requested in the Task Order. When the Task Order is agreed to and executed by both Parties, the Task Order shall constitute Contractor’s authorization to proceed with the requested

services. All Contractor invoices shall reference the Task Order number and shall contain an itemization of all hours and expenses per the Price Schedule.

**9.2 Technical and Professional Requirements; Key Personnel.** Contractor shall be professionally licensed and qualified in all pertinent disciplines for consulting services required under this Agreement. It is essential that Contractor provide adequately experienced personnel who are capable of, and devoted to, the successful accomplishment of all services performed under this Agreement. Key personnel to be assigned to the project shall be identified in writing to the City by Contractor at the time of Notice to Proceed. At a minimum the Contractor shall identify for the City's written approval, the project manager who shall be empowered to act for the Contractor in accordance with this agreement in all matters relating to the technical administration of services to be provided. Authorization for changes in key personnel must be requested in writing by the Contractor.

**9.3 Subcontracts.** At the time subcontracted services are anticipated, the Contractor shall notify the City of the nature of, and need for, such services and identify the proposed subcontracting firm. The Contractor must receive approval in writing from the City prior to utilization of any subcontractor other than the parties listed in this article. The Contractor is authorized by the City to subcontract work having a cost which will not exceed 30 percent (30%) of the total amount of compensation due under this Agreement. The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

**9.4 Cooperative Use Of Contract.** This Agreement resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Agreement may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Agreement who wish to cooperatively use the contract are subject to the approval of Vendor.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

## **9.5 Rights and Obligations of Contractor**

9.5.1 Work Schedule: Upon receipt of an executed copy of a task order, the Contractor shall prepare a work schedule. The work schedule shall include:

9.5.1.1. Events which will satisfy SECTION 1. Services to be performed by the Contractor.

9.5.1.2 Date each event shall start and its duration.

9.5.1.3 Critical relationship of events.

9.5.1.4 Name(s) of the person(s) responsible for the project. The work schedule shall provide for the completion of SECTION I services not later than 365 calendar days from the written Notice-to-Proceed.

9.5.1.5 The schedule shall be updated periodically as necessary.

9.5.1.6 The Contractor agrees to maintain adequate resources to provide the described services within the time provided in the agreed upon schedule. Failure to adhere to the schedule may result in termination of this contract.

**9.6 Maintenance of Documents.** Contractor shall deliver to the City copies of reports, specifications and drawings prepared under the terms of this agreement. If drawings are prepared, the City will be provided with a set of full-size reproductions. Originals of design and study notes, calculations, correspondence and similar material will be filed by the Contractor and made available to the City on Request. Copies will be furnished to the City by the Contractor at cost. Except as otherwise provided herein, documents prepared under the terms of this agreement will not be used by the City on other projects or extensions to this project except with the written agreement of the Contractor.

**9.7 Alteration in Character of Work.** Whenever an alteration in the character of work results in a substantial change in the Planned Consulting Services, thereby materially increasing or decreasing the cost of the performance, the work will be performed in accordance with the contract and as directed; provided however, that before such work is started, a contract change order shall be approved and executed by the City and the Contractor. Additions to, modifications, or deletions from the project provided herein may be made and the compensation to be paid to the Contractor may be adjusted accordingly by mutual agreement of the City and Contractor. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor shall the Contractor do any work, or furnish any materials not covered by this Agreement unless such work is first ordered in writing.

9.7.1 Any such work or materials furnished by the Contractor without such written order first being given shall be at his own risk, cost, and expense, and Contractor hereby agrees that without such written order he will make no claim for compensation for such work or materials furnished.

**9.8 Completeness and Accuracy of Contractor's Work.** The Contractor shall be responsible for the completeness and accuracy of his survey work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein which may be disclosed during the review of the plans.

9.8.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law.

9.8.2 Correction of engineering errors or omissions disclosed and determined to exist by the City during the construction of the project shall be accomplished by the Contractor. The cost of the design necessary to correct those errors attributable to the Contractor and any expense incurred by the City as a result of additional construction costs caused by such engineering errors shall be chargeable to the Contractor. The fact that the City

has accepted or approved the Contractor's work shall in no way relieve the Contractor of any of his responsibilities. Should the Contractor be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the City during and subsequent to the construction of the project. Contractor's duty in the construction inspection phase is to assure City that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Contractor and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to the Contractor. Acceptance or approval by City of Contractor's work shall not relieve Contractor of inspection responsibilities.

**9.9 General Responsibilities and Obligations of Contractor.** The Contractor is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. The Contractor shall follow the practice of the profession to make findings, opinion, factual presentations, and to offer professional advice and recommendations. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subContractors in the performance of this Contract. The Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

9.9.1 The amount and type of insurance coverage requirements set forth herein (Section, 7. Insurance) will in no way be construed as limiting the scope of the indemnity in this paragraph.

9.9.2 In performing construction management services, Contractor shall act as agent of the City. The Contractor's review or supervision of work prepared or performed by other individuals or firms employed by the City shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

9.9.3 It is understood that any resident consulting or inspection provided by the Contractor is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. The Contractor does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

9.9.4 The Contractor agrees to notify the owner of any potential unsafe conditions observed at a construction site while performing resident consulting services. It is understood that the resident Contractor will perform the aforesaid services only as

incidental to the agreed consulting services and only while at the site; no duty to inspect for unsafe conditions is accepted by the resident Contractor.

**10. DURATION**

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for **three (3)** consecutive years unless sooner terminated as provided above. The City reserves the right to unilaterally extend the period of the Agreement for ninety (90) days beyond the stated termination date. In addition, by mutual written amendment, the Agreement may be renewed for supplemental periods of up to **2 additional one (1) year terms**.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

**City of Flagstaff**

**Provider**

\_\_\_\_\_  
Kevin Burke, City Manager

\_\_\_\_\_  
**PROVIDER'S NAME AND TITLE**

Attest:

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

Approved as to form:

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

Date of Execution: \_\_\_\_\_

**AGREEMENT EXHIBIT A  
SCOPE OF WORK**

**AGREEMENT EXHIBIT B  
FEE SCHEDULE**

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Candace Schroeder, Senior Procurement Specialist  
**Co-Submitter:** Richard McGaugh, Public Works, Fleet  
**Date:** 11/30/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration and Approval of Bids:** Tires, tubes and recaps from Northern Arizona Tire utilizing the Western States Contract Alliance (WSCA) # ADSPO12-021289.

**RECOMMENDED ACTION:**

City staff is requesting authorization to purchase tires and tubes on an as needed basis for the City Fleet Department, through the Western States Contract Alliance.

**Policy Decision or Reason for Action:**

Ensuring that tires are readily available upon need is a critical factor in keeping our fleet serviceable at all times.

**Financial Impact:**

City Fleet tires and tubes are charged directly to the City Shop to the department's fleet maintenance account number 001-2701-540-3303. City Fleet then subsequently charges to the individual division for the work performed.

**Connection to Council Goal:**

Maintain and deliver quality, reliable infrastructure.

**Has There Been Previous Council Decision on This:**

No

**Options and Alternatives**

- 1) Not proceed ahead with the purchase utilizing the WSCA cooperative contract at all,
- 2) Conduct our own formal bid process.

**Background/History:**

Utilizing the WSCA cooperative contract, the City will be able to purchase tires and tubes on an as needed basis from Golightly Tire, Wholesale Tire, and Northern Arizona Tire, all local Flagstaff companies.

This allows the City to continue its' practice of using more than one vendor to provide tires and tubes at the projected annual volume of the City. The requirement in ensuring that tires are readily available when needed is a critical factor in keeping our fleet serviceable at all times. Currently the City Shop purchases over forty (40) different types of tires for City vehicles over a twelve-month period.

WSCA cooperative contract number: Tires, Tubes and Services: ADSPO12-021289.

The pricing agreement is lengthy at 122 pages and so is not attached to this staff summary. Council wishing to view the individual product pricing can find the document in their office.

**Key Considerations:**

The discounts received by utilizing WSCA cooperative contract for the purchase of tires & tubes for the fleet vehicles are approximately 40% less than retail pricing. The WSCA cooperative contract currently has one Agreement in place for tubes and tires, which will be available to the City through the term of the Agreement which expires in February of 2013 with four (4) one (1) year renewal options. The price sheet provided by WSCA is outlined with the "Base Price" and the "Calculated Net Price" which is a 20% discount off of the "Base Price", which is what the City will pay.

**Expanded Financial Considerations:**

Using the WSCA cooperative contract provides the City Fleet with the flexibility to acquire services from several local Flagstaff sources as noted under the Background/History section.

**Community Benefits and Considerations:**

None

**Community Involvement:**

- 1) Not proceed ahead with the purchase utilizing the WSCA cooperative contract at all,
- 2) Conduct our own formal bid process.

**Expanded Options and Alternatives:**

None

**Council Action:**

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**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Brian Grube, Recreation Services Director  
**Date:** 11/08/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Consideration and Adoption of Resolution No. 2012-42:** A Resolution of the City Council of the City of Flagstaff, Arizona authorizing the City Manager to negotiate and executive those contracts and agreements necessary for the successful promotion, production and presentation of the 2012 Dew Downtown Flagstaff Snowboard and Ski Festival.

**RECOMMENDED ACTION:**

Read Resolution No. 2012-42 by title only.  
Adopt Resolution No. 2012-42.

**Policy Decision or Reason for Action:**

This action is necessary to allow the City Manager to negotiate and execute agreements with property owners, promoters, contractors, suppliers, vendors and other parties not required by the Flagstaff City Charter to be approved and executed by the City Council regarding the Dew Downtown Flagstaff event on February 9 and 10, 2013. Examples of such agreements are provided as attachments to this staff summary.

**Financial Impact:**

None

**Connection to Council Goal:**

Livability through good neighborhoods, affordable housing and varied recreational activities.  
Effective governance.

**Has There Been Previous Council Decision on This:**

No

**Options and Alternatives:**

If City Council does not adopt the Resolution:

Pros: All agreements would need to come before City Council for approval.

Cons: Negotiations may occur right up to the date of the event which would make it a challenge to get them in front of Council for approval.



**RESOLUTION NO. 2012-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THOSE CONTRACTS AND AGREEMENTS NECESSARY FOR THE SUCCESSFUL PROMOTION, PRODUCTION AND PRESENTATION OF THE 2013 DEW DOWNTOWN FLAGSTAFF SNOWBOARD AND SKI FESTIVAL EVENT**

**RECITALS:**

WHEREAS, the City of Flagstaff intends to hold the 2013 Dew Downtown Flagstaff Snowboard and Ski Event, a two-day urban ski and snowboarding event in downtown Flagstaff, February 9<sup>th</sup> and 10<sup>th</sup> 2013 (the "Event"); and

WHEREAS, in order to successfully support the Event it is necessary for the City to negotiate and enter into contracts and agreements with property owners, both real and private, promoters, contractors, suppliers, vendors and other parties, related to those facilities, products and services necessary for the successful promotion, production and presentation of the Event; and

WHEREAS, in order to more effectively and efficiently manage those contracts and agreements, it is necessary to authorize and direct the City Manager to negotiate and execute on behalf of the City those contracts and agreements not required by the Flagstaff City Charter to be approved and executed by the City Council appropriate and necessary for the successful promotion, production and presentation of the Event;

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

The City Council hereby authorizes and directs the City Manager to negotiate and execute on behalf of the City of Flagstaff, at the appropriate time, those contracts and agreements with property owners, promoters, contractors, suppliers, vendors and other parties not required by the Flagstaff City Charter to be approved and executed by the City Council as shall be appropriate and necessary for the promotion, production and presentation of the 2013 Dew Downtown Flagstaff Snowboard and Ski Festival event.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 18<sup>th</sup> day of December, 2012.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**PARKING AGREEMENT  
BETWEEN CITY OF FLAGSTAFF  
AND  
KINNE & HERMAN, LLC**

THIS PARKING LICENSE AGREEMENT ("Agreement") is entered into and effective the \_\_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Licensee") and KINNE & HERMAN, LLC, an Arizona limited liability company ("Licensor").

RECITALS

1. Licensor is the owner of certain real property generally located at 211 North Leroux Street, Flagstaff, Arizona ("Licensor's Property").
2. Licensee has requested that Licensor enter into this Agreement to allow the general public to park temporarily on a portion of Licensor's Property, as more particularly shown on Exhibit A, attached hereto ("License Area").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Property Use. Upon execution of the Agreement by both parties, Licensor hereby grants the Licensee a license for its employees, agents, volunteers, guests and the general public the exclusive right to enter upon the License Area for the sole purpose of the temporary parking of vehicles and no other use whatsoever ("License"). Notwithstanding the foregoing, in no event shall the Licensee charge a fee for parking on the License Area and no vehicles shall be permitted to be parked or stored in the License Area overnight (2:00 a.m. to 6:00 a.m.) Licensee agrees to restore the License Area to its original condition at the time the Licensee took possession upon termination of this License. Licensee shall clean up, remove and dispose of all garbage, trash and debris off the License Area at the end of each day.
2. Term. This Agreement shall go into effect on February 11, 2012 at 6:00 a.m.(the "Effective Date") and shall terminate on February 12, 2012 at 8:00 p.m.(the "Termination Date").
3. Condition of License Area. Licensee further acknowledges and agrees that it has inspected and approved the License Area and that Licensee is accepting and using said License Area in its current "as is" condition without any warranties, express or implied, on the part of the Licensor. Licensee assumes all risks of liability related to the use of the License Area pursuant to this Agreement, or failure to otherwise comply with the terms of this Agreement, including personal injury or property damage resulting from the condition or layout of the License Area and shall further indemnify, defend and hold Licensor harmless from any and all costs that any employees, agents, volunteers, guests, the general public or any other person using or entering the License Area pursuant to this Agreement may sustain resulting directly or indirectly from the condition of the License Area between the Effective Date and the Termination Date.

4. Access by Licensor. Licensor and its agents, representatives, contractors and employees, reserves the right to enter the License Area at any time and without advance notice to inspect, to post notices of non-responsibility, to make any alterations, improvements or repairs to the License Area required by law or consented to by Licensee.

5. Signage. Throughout the Term of this Agreement, Licensee shall maintain signage regulating the use of the License Area and indicating that the License Area is under the control of the Licensee. In addition, Licensee may maintain promotional signage for events sponsored by Licensee during the term of this Agreement. Licensor shall have the right to post notices it deems reasonably necessary including, but not limited to, notices of non-responsibility.

6. Insurance. The City shall, at its sole expense, maintain for the duration of this Agreement, commercial general liability insurance against claims for bodily injury or damage to property which may arise from or in connection with the City's use of the License Area. Such insurance shall have liability limits of not less than \$1,000,000 for injury to, or death of, one or more persons in an occurrence, and for damage to tangible property in an occurrence. The policy shall insure the hazards of premises and operations, independent contractors, and contractual liability.

7. Indemnification. The City shall defend, indemnify and hold harmless the Licensor, its directors, officers, employees and agents, from any and all claims, actions, suits, losses, costs, and expenses (including reasonable legal fees) arising from the City's use of the Premises for the purposes outlined this Agreement, except for those claims arising as a result of negligence or willful misconduct on the part of the Licensor and its representatives.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Arizona. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Arizona.

THIS AGREEMENT IS ENTERED INTO AND EFFECTIVE as of the date specified above.

CITY OF FLAGSTAFF, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Kevin Burke, City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

KINNE & HERMAN, LLC, an Arizona  
limited liability company

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

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

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

**LICENSE AGREEMENT  
BETWEEN CITY OF FLAGSTAFF  
AND  
KINNE & HERMAN, LLC**

THIS LICENSE AGREEMENT ("Agreement") is entered into and effective the \_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Licensee") and KINNE & HERMAN, LLC, an Arizona limited liability company ("Licensor").

RECITALS

1. Licensee desires to enter onto the property of the Licensor commonly known as \_\_\_\_\_, City of Flagstaff, Arizona as illustrated in Exhibit A attached hereto and made a part hereof (the "License Area"), for the purpose of utilizing the Property for its annual "Dew Downtown Flagstaff Snowboard and Ski Festival" (the "Event"), and the Licensor is willing to grant Licensee an exclusive license to do so, on the terms and conditions set forth below.
2. Licensor hereby grants Licensee and its contractors, subcontractors, vendors, invitees, employees, and agents (collectively, the "Users") a temporary exclusive license to enter on the License Area for the purposes of utilizing the License Area for activities related to the Event, subject to the following terms and conditions.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Property Use. Licensee and Users shall only use the License Area for purposes related to the Event. Licensee shall not carry on or upon the License Area, or any part thereof, or permit to be carried on any trade, business, or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Licensee shall not use, or permit to be used, said License Area or any part thereof, for any illegal, immoral, or Adult Entertainment purpose (as defined in the Zoning Code of the City of Flagstaff), whatsoever. Licensee and users shall comply with the requirements of the City of Flagstaff Police and Fire Departments in producing the Event and shall confer with said department to ensure safety and compliance with all City ordinances. Licensee agrees to restore the License Area to its original condition at the time the Licensee took possession upon termination of this License. Licensee shall clean up, remove and dispose of all garbage, trash and debris off the License Area at the end of each day.
2. Term. This Agreement shall go into effect on February 11, 2012 at 6:00 a.m.(the "Effective Date") and shall terminate on February 12, 2012 at 8:00 p.m.(the "Termination Date").
3. Condition of License Area. Licensee further acknowledges and agrees that it has inspected and approved the License Area and that Licensee is accepting and using said License Area in its current "as is" condition without any warranties, express or implied, on the part of the Licensor. Licensee assumes all risks of liability related to the use of the License Area

pursuant to this Agreement, or failure to otherwise comply with the terms of this Agreement, including personal injury or property damage resulting from the condition or layout of the License Area and shall further indemnify, defend and hold Licensor harmless from any and all costs that any employees, agents, volunteers, guests, the general public or any other person using or entering the License Area pursuant to this Agreement may sustain resulting directly or indirectly from the condition of the License Area between the Effective Date and the Termination Date.

4. Access by Licensor. Licensor and its agents, representatives, contractors and employees, reserves the right to enter the License Area at any time and without advance notice to inspect, to post notices of non-responsibility, to make any alterations, improvements or repairs to the License Area required by law or consented to by Licensee.

5. Signage. Throughout the Term of this Agreement, Licensee shall maintain signage regulating the use of the License Area and indicating that the License Area is under the control of the Licensee. In addition, Licensee may maintain promotional signage for the Event during the term of this Agreement. Licensor shall have the right to post notices it deems reasonably necessary including, but not limited to, notices of non-responsibility.

6. Insurance. The City shall, at its sole expense, maintain for the duration of this Agreement, commercial general liability insurance against claims for bodily injury or damage to property which may arise from or in connection with the City's use of the License Area. Such insurance shall have liability limits of not less than \$1,000,000 for injury to, or death of, one or more persons in an occurrence, and for damage to tangible property in an occurrence. The policy shall insure the hazards of premises and operations, independent contractors, and contractual liability.

7. Indemnification. The City shall defend, indemnify and hold harmless the Licensor, its directors, officers, employees and agents, from any and all claims, actions, suits, losses, costs, and expenses (including reasonable legal fees) arising from the City's use of the Premises for the purposes outlined this Agreement, except for those claims arising as a result of negligence or willful misconduct on the part of the Licensor and its representatives.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Arizona. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Arizona.

THIS AGREEMENT IS ENTERED INTO AND EFFECTIVE as of the date specified above.

CITY OF FLAGSTAFF, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Kevin Burke, City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

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

KINNE & HERMAN, LLC, an Arizona  
limited liability company

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

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

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

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Barbara Goodrich, Management Services  
Director  
**Date:** 12/03/2012  
**Meeting** 12/18/2012  
**Date:**



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**TITLE:**

**Consideration and Adoption of Resolution No. 2012-43:** A resolution of the Mayor and Council of the City of Flagstaff, Arizona declaring for purposes of section 1.150.2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to Forest Health and Water Supply Protection and a Core Services Maintenance Facility.

**RECOMMENDED ACTION:**

Read Resolution No. 2012-43 by title only.  
Adopt Resolution No. 2012-43.

**Policy Decision or Reason for Action:**

Approval of this resolution will allow the City to reimburse itself for expenditures made on current voter approved bonded projects for expenditures made in advance of issuing the debt.

**Financial Impact:**

These expenditures will be reimbursed from proceeds of the sale of obligations or other financing mechanisms to be used in the future by or on behalf of the City.

**Connection to Council Goal:**

A sustainable community through economic vitality, environmental protection and social inclusion.  
Effective governance.  
Maintain and deliver quality, reliable infrastructure.

**Has There Been Previous Council Decision on This:**

Yes. The November 6, 2012 bond election authorized both the Forest Health Initiative and the Core Services Maintenance Facility. Through Resolution 2012-40 the Council officially adopted the results of that election.

**Options and Alternatives:**

Approve the reimbursement resolution as this allows the City the greatest flexibility in assuring expenditures are reimbursed and debt can be issued when it is most advantageous to the City.  
Do not approve the reimbursement resolution and require that bonded debt be issued in advance of the proposed capital projects.

**Background/History:**

On November 6, 2012, a Special Debt Authorization Election was held by the City of Flagstaff whereby the citizens authorized obligations to be issued for two projects. Question 405 authorized a total of \$10,000,000 for the 'Forest Health and Water Supply Protection Project'. Question 406 authorized a total of \$14,000,000 for the 'Core Services Maintenance Facility'.

The Forest Health and Water Supply work will begin in the near future and will continue for several years. A portion of this obligation is anticipated to be issued Spring 2013 for the first two years of estimated work.

The Core Services Maintenance Facility purchase contract is anticipated to be completed by the spring of 2013. In that case, the entire \$14,000,000 will be issued and used for the land/facility and/or the infrastructure as appropriate.

**Key Considerations:**

IRS regulations are very specific as to what capital expenditures are eligible for reimbursement. These expenditures must be any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax guidelines.

**Community Benefits and Considerations:**

This resolution allows capital project timing to not be hampered by bond issuance timing.

**Community Involvement:**

Empower - Citizens of Flagstaff approved these projects through a majority vote at the Special Debt Authorization Election held November 6, 2012.

**Expanded Options and Alternatives:**

Approve the reimbursement resolution as this allows the City the greatest flexibility in assuring expenditures are reimbursed and debt can be issued when it is most advantageous to the City.  
Do not approve the reimbursement resolution and require that bonded debt be issued in advance of the proposed capital projects.

**Council Action:**

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**Attachments:**     [Resolution No. 2012-43](#)

## RESOLUTION NO. 2012-43

### RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO FOREST HEALTH AND WATER SUPPLY PROTECTION AND A CORE SERVICES MAINTENANCE FACILITY

#### RECITALS:

WHEREAS, the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the City;

#### ENACTMENTS:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, THAT:**

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"Official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"Original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"Reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Section 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures indicated in Exhibit A hereto which are capital expenditures (being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles).

Section 3. Project Descriptions. The projects for which such original expenditures are to be paid are for those described on the Exhibit attached hereto and the maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such projects will not exceed \$16,250,000.

Section 4. Reasonableness of Official Intent. On the date of this Resolution, the Mayor and Council of the City has a reasonable expectation (being that a prudent person in the same

circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. (Official intents have not been declared by the Mayor and Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the Mayor and Council of the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.)

Section 5. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is "placed in service," but in no event more than 3 years after the original expenditure is paid.

Section 6. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 18<sup>th</sup> day of December, 2012.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

## EXHIBIT A

## ORIGINAL EXPENDITURES INTENDED TO BE REIMBURSED

<u>Description of Original Expenditures</u>	<u>Amount of Expenditures</u>	<u>Dates of Original Expenditures</u>
Forest Health and Water Supply Project	\$2,250,000	After December 1, 2012
Core Services Maintenance Facility	\$14,000,000	After December 1, 2012

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Neil Gullickson, Planning Development Manager  
**Date:** 11/27/2012  
**Meeting Date:** 12/18/2012



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**TITLE:**

**Public Hearing and Possible Action:** Consideration of Ordinance No. 2012-17 to amend the official zoning map for a site of approximately 9.02 acres at 2400 North Gemini Drive from Rural Residential (RR to Research & Development (R&D) (conditional).

**RECOMMENDED ACTION:**

- Open the public hearing.
- Receive citizen input.
- Close the public hearing.

Council may consider the following:

- Read Ordinance # 2012-017 for the first time by title only on December 18, 2012.
- Read Ordinance # 2012-017 for the second time by title only, and adopt the ordinance on January 15, 2013.

**Policy Decision or Reason for Action:**

A zoning map amendment application requires that the City Council hold a public hearing, review the application and approve, approve with conditions or deny the application.

**Financial Impact:**

There are not direct costs associated with the City for the proposed map amendment. The Council at its November 6, 2012 meeting approved the acceptance of a U.S. Department of Commerce Economic Development Administration EDA grant that is intended to finance in part the construction of Phase 1, of Innovation Mesa. This map amendment is for the entire Innovation Mesa site.

**Connection to Council Goal:**

A sustainable community through economic vitality, environmental protection and social inclusion. Diversity of arts, culture and educational opportunities. Maintain and deliver quality, reliable infrastructure.

**Has There Been Previous Council Decision on This:**

City Council approved an EDA grant for \$4,000,000. on November 6, 2012.

## **Options and Alternatives**

1. Approve the Map Amendment subject to the Planning and Zoning Commission's recommendation including their one condition: "Development of the Science and Technology Park (Innovation Mesa) is in substantial conformance to the submitted conceptual plan(s) as presented with this request." The Commission staff report is attached to this staff summary.
2. Approve the Map Amendment without the condition, or modify the condition.
3. Deny the Map Amendment; this will require the abandonment of the project or an alternate submission.

## **Background/History:**

As noted above, the current zoning for this site is RR, which will not support the research and development land use proposed by the application. The application proposes to change the zoning classification to R&D, which is the appropriate classification for this land use.

This amendment is the first to be processed since the adoption of the new zoning code in November, 2011. The code identifies three tiers or classifications of map amendment applications. Because the subject application did not meet the thresholds for a Large-Scale Map amendment, staff has reviewed the application using the Medium-Scale Map amendment process.

The property, owned by the City of Flagstaff, is located on the southwest corner of the intersection of Gemini Drive and Forest Avenue, adjacent to, and south of, the USGS campus and the existing NACET building. The bulk of the area to be rezoned was used by Flagstaff Medical Center as a temporary parking lot and was finished with pavement milling, which remains in place.

At the meeting of April 22, 2009, the Commission reviewed a different conceptual plan and application to rezone the property for a proposed Science and Technology Center to be constructed by a private party. The Commission recommended unanimously the denial of that application based on a lack of information and compliance with the USGS Master Plan. That application was withdrawn by the applicant and was not reviewed by the Council.

The current proposal includes three buildings, parking, landscaping, support infrastructure and other site amenities. Phase 1 includes a 25,000 square foot single-story building and a conference/Emergency Operations Center (EOC). Construction is to be financed via federal and state grants, with construction oversight to be managed by the City of Flagstaff's Capital Improvements Program staff. A conceptual site plan for the entire nine acres is included for the Council's review.

As noted above, the site is 9.02 acres and the proposed Innovation Mesa includes three buildings each 25,000 square-foot in size; buildings one and two are single story, building three includes a two-story section. The buildings and developed space have been laid out to preserve the on-site forest resources and to provide a logical connection to the existing NACET Business Incubator and the USGS campus. Parking is provided in several dispersed parking lots; pedestrian connections are provided between the buildings, the existing campus, and the public street system. Two of the buildings front on to the public streets but are set back far enough to allow room for adequate landscape screening. Open areas are located throughout Innovation Mesa and are intended to provide for landscaping, LID (stormwater), and to provide public demonstration area for products being developed on the campus. The site complies with the "campus" setting identified in the USGS Master Plan and the proposed zoning classification. A nineteen-hundred and seventy-one square foot conference center/Emergency Operations Center is proposed to be located between the Phase 1 building and Gemini Drive and will provide visual interest to the site. Staff feels that the Innovation Mesa site design complements the intended use, the Business Incubator, and the USGS campus.

For the Council's review, staff has attached a copy of the Staff Summary Report provided to Planning Commission. The report (dated November 14, 2012) addresses all substantive issues relating to this Public Hearing.

**Key Considerations:**

The site is designated Office/Business Park/Light Industrial in the Flagstaff Area Regional Land Use and Transportation Plan. The primary objective of this land use category is to provide locations for a variety of workplaces, including light industrial, research and development activities, offices and institutions. Development of the site typically reflects an attractively landscaped, campus-like setting with activities carried out entirely within enclosed buildings. The category is intended to encourage the development of offices and planned business parks; to promote excellence in the design and planning of buildings, outdoor spaces, and transportation facilities. It also continues the vitality and quality of life in adjacent residential neighborhoods. Sites designed to fit the category should have good access to existing or planned transportation facilities and compatibility with adjacent uses. Staff believes that the proposed Science and Technology Park (Innovation Mesa) development embraces the goals and policies of the Regional Plan.

In addition to meeting zoning code requirements, and the Regional Plan designation and the text, the project has been designed to enhance the USGS Master Plan. The master plan includes site design guidelines addressing development patterns, open space, pedestrian circulation, vehicular circulation, stormwater and utility systems, landscaping, signage, lighting and other site amenities.

**Community Benefits and Considerations:**

Innovation Mesa is intended to provide "soft landing" space for Tier 2 companies and graduates exiting NACET's incubation program, and allow new companies wishing to enter the program to have space in Phase 1. This project is intended to create over 300 jobs and \$20 million in private investment within the first three years of operation. The addition of wet and dry laboratories in this next phase is critical to expand and grow existing companies in the region as there is no local known existing lab space available for relocation. This project will allow our community to retain local businesses that may have otherwise left the region to seek these types of services and facilities.

Specifically, this project will benefit four groups:

- 1) High technology and bioscience startups will result from technology transfer and commercialization of research conducted by NAU faculty and students;
- 2) Local entrepreneurs will become more competitive in the global market through the technical and business advice from the Incubator and their Statewide Mentors Group;
- 3) Existing firms and new firms will locate facilities in Northern Arizona to take advantage of the Innovation Mesa's facilities and to be near growing industry clusters and;
- 4) Native American culturally specific businesses will be encouraged to expand their service areas through guidance from and access to business leaders serving on NACET's Advisory Committee.

**Community Involvement:**

Division 10-30.60 of the Zoning Code requires that a neighborhood meeting be held prior to the public hearing and that a Record of Proceedings be included with the map amendment application. Such a meeting was held on August 30, 2012. Three citizens attended the meeting.

The Planning and Zoning Commission conducted a public hearing to consider the request for the map amendment at its regular meeting of November 14, 2012. At the conclusion of the meeting, the Commission voted unanimously (7-0) to recommend approval of the map amendment request with one condition.

**Council Action:**

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**Attachments:**     [Locaton Map](#)  
                              [IM Site Plan](#)  
                              [IM Landscape Plan](#)  
                              [IM Building Elevation](#)

Commission Report of 11-14-2012

Ordinance 2012-017

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, November 14, 2012 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday December 18, 2012 at 6:00 p.m. to consider the following:

### A. Explanation of Matters to be Considered:

(1) A proposed amendment to the Official Zoning Map adopted by the Flagstaff City Code to apply the City's Research and Development zoning district (R&D) to the site. Currently the site is zoned Rural Residential (RR), which primarily allows residential land uses on 5-acre parcels. The site location is described in part B below.

The site is currently undeveloped and is approximately 9.02 acres in size.

### B. General Description of the Affected Area:

Approximately 9.02-acres located at 2400 North Gemini Drive, Coconino County Assessor's parcel number is 110-08-001G; Southeast Quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Baseline and Meridian, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

The requested zoning district for this item is referenced in Part A above; however the Planning and Zoning Commission may recommend other zoning districts, as permitted by Division 10-20.50 of the Zoning Code. The Council hearing for this item may be continued if the Planning and Zoning Commission has not given a recommendation.

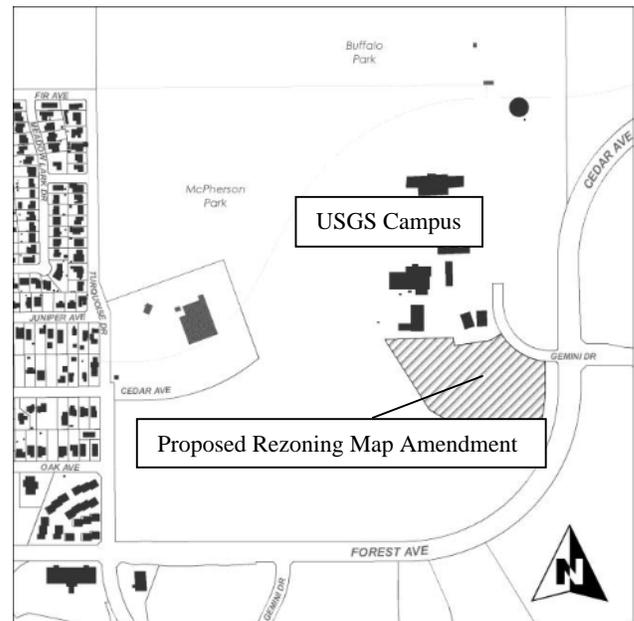
Interested parties may file comments in writing regarding the proposed rezoning, or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed rezoning are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue, unless otherwise posted.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

JIM CRONK, Secretary  
Planning and Zoning Commission

## PROPOSED AMENDMENT TO THE ZONING MAP

Amendment to the Zoning Map from RR, Rural Residential to R&D, Research and Development (conditional)



**Address:** 2400 North Gemini Drive  
**APN:** 110-08-001G  
**Acres:** Approximately 9.02

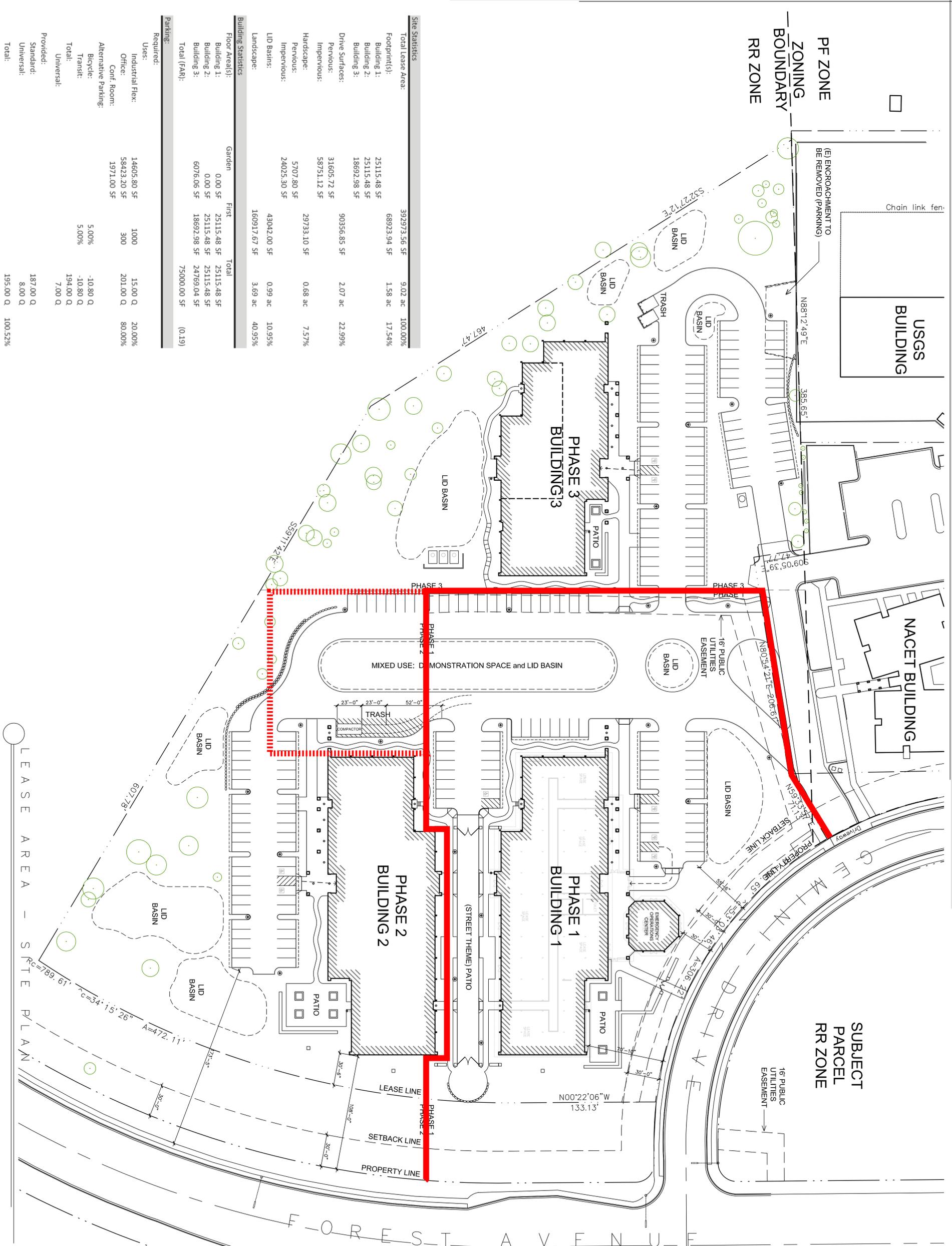
### For further information, please contact:

Neil Gullickson  
Planning and Development Services Section, City of  
Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

928-213-2614  
928-213-2609-fax

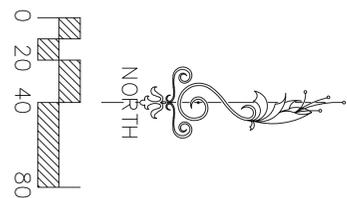
email: [ngullickson@flagstaffaz.gov](mailto:ngullickson@flagstaffaz.gov)

Publish: October 19, 2012



**Site Statistics**

Total Lease Area:	392973.56 SF	9.02 ac	100.00%
Footprint(s):	68923.94 SF	1.58 ac	17.54%
Building 1:	25115.48 SF		
Building 2:	25115.48 SF		
Building 3:	18692.98 SF		
Drive Surfaces:	90356.85 SF	2.07 ac	22.99%
Pervious:	31605.72 SF		
Impervious:	58751.12 SF		
Hardscapes:	29733.10 SF	0.68 ac	7.57%
Pervious:	5707.80 SF		
Impervious:	24025.30 SF		
LID Basins:	43042.00 SF	0.99 ac	10.95%
Landscapes:	160917.67 SF	3.69 ac	40.95%
<b>Building Statistics</b>			
Floor Area(s):	Garden	First	Total
Building 1:	0.00 SF	25115.48 SF	25115.48 SF
Building 2:	0.00 SF	25115.48 SF	25115.48 SF
Building 3:	6076.06 SF	18692.98 SF	24769.04 SF
Total (FAR):		75000.00 SF	(0.19)
<b>Parking:</b>			
Required:			
Uses:			
Industrial Flex:	14605.80 SF	1000	15.00 Q 20.00%
Office:	58423.20 SF	300	201.00 Q 80.00%
Conf. Room:	1971.00 SF		
Alternative Parking:			
Bicycle:		5.00%	-10.80 Q
Total:		5.00%	-10.80 Q
Transit:			194.00 Q
Universal:			7.00 Q
Provided:			187.00 Q
Standard:			8.00 Q
Universal:			100.52%
Total:			195.00 Q



ADJACENT PARCEL  
BP ZONE

INNOVATION MESA  
PHASE 1 - BUILDING 1  
2400 N. GEMINI DRIVE  
FLAGSTAFF ARIZONA

KARL GUNTHER  
**Eberhard**  
ARCHITECT

CITY ARCHITECT  
COMMUNITY DESIGN and  
REDEVELOPMENT PROGRAM  
CITY of FLAGSTAFF  
211 W. ASPEN AVENUE  
FLAGSTAFF, AZ 86001  
(928) 213-2969

LEASE AREA  
SITE PLAN  
AUGUST 2012

A-3



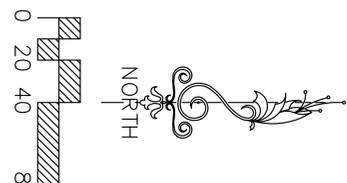
**PLANT PALETTE:**  
CITY OF FLAGSTAFF ZONING CODE  
APPENDIX 3: CITY OF FLAGSTAFF LANDSCAPE PLANT LIST

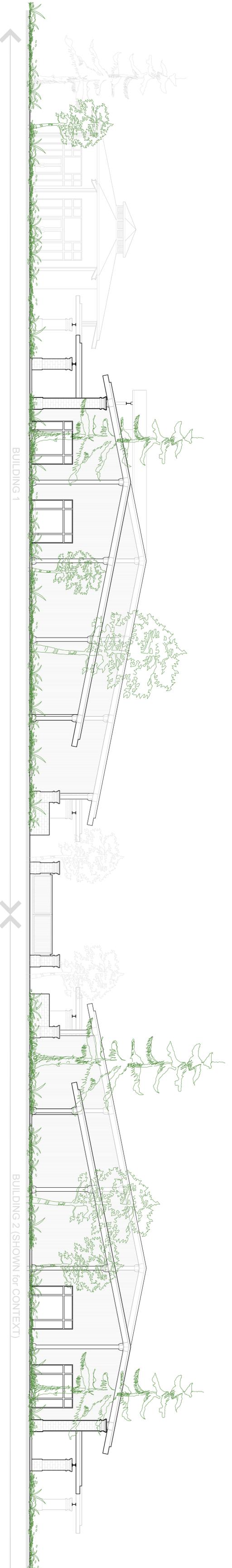
**LEGEND:**  
TREES:  
ASPEN  
CONIFEROUS  
ORNAMENTAL  
SPECIMEN CANOPY  
GENERAL DECIDUOUS CANOPY  
EXISTING TO REMAIN (RESOURCE)

**Landscaping:**

	Required:	Provided:	Existing (2x):	New:	Total:
Street Buffer:					
Forest Avenue:	605.25 LF	24.21 Q	2.00 Q	22.00 Q	24.00 Q
Street Trees:			0.00 Q	0.00 Q	0.00 Q
Gemini Drive:	306.25 LF	12.25 Q	0.00 Q	12.00 Q	12.00 Q
Street Trees:			0.00 Q	6.00 Q	6.00 Q
Peripheral Buffer:					
Southwest (North):	467.50 LF	18.70 Q	38.00 Q	0.00 Q	38.00 Q
Southwest (South):	607.75 LF	24.31 Q	46.00 Q	0.00 Q	46.00 Q
North:	711.25 LF	28.45 Q	20.00 Q	8.00 Q	28.00 Q
Foundations:					
Building 1 (w/o Courtyard):	679.50 LF	27.18 Q	0.00 Q	27.00 Q	27.00 Q
Building 2 (w/o Courtyard):	607.00 LF	24.28 Q	2.00 Q	22.00 Q	24.00 Q
Building 3:	720.00 LF	28.80 Q	14.00 Q	15.00 Q	29.00 Q
LID:			0.00		0.00
Parking:					
2 Per 8 Spaces:	24.38 Q	48.75 Q	6.00 Q	43.00 Q	49.00 Q
Total:		236.93 Q	128.00 Q	155.00 Q	283.00 Q

Total: 119.44%





BUILDING 1

BUILDING 2 (SHOWN for CONTEXT)

WEST ELEVATION

SCALE: 1/8" = 1' - 0"



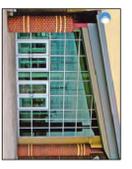
MASONRY WALLS:  
SPLIT-FACE CMU,  
MALPAIS STONE COLOR



FRAMED WALLS:  
CORRUGATED STEEL  
RUST



EXPOSED STRUCTURE:  
STEEL  
BLACK



WINDOWS and DOORS:  
ALUMINUM STOREFRONT  
NATURAL

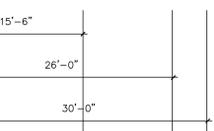


ROOFING:  
STANDING SEAM METAL  
SOLAR BLUE (PEWTER)



NORTH (GEMINI DRIVE) ELEVATION

SCALE: 1/8" = 1' - 0"



**PLANNING SECTION  
AMENDMENT TO THE ZONING MAP REPORT**

**PUBLIC HEARING  
PC REZ 12-001**

**DATE:** November 5, 2012  
**MEETING DATE:** November 14, 2012  
**REPORT BY:** Neil Gullickson

**REQUEST:**

**PC REZ 12-001;** amend the zoning map for a site of approximately 9.02-acres at 2400 North Gemini Drive. The site is currently zoned Rural Residential (RR). The proposed amendment is to change the zoning to the Research & Development (R&D) zoning classification (conditional).

**STAFF RECOMMENDATION:**

Staff recommends approval of PC REZ 12-001, subject to the conditions included at the end of this report.

**PRESENT LAND USE:**

Undeveloped property formerly used by Flagstaff Medical Center as a temporary parking lot while construction was taking place on the main hospital campus.

**PROPOSED LAND USE:**

Innovation Mesa is proposed to be a 75,000 square-foot Science and Technology Park. Phase 1, (25,000 sq ft building) will be a Tier 2 Business Accelerator facility where a variety of start-up businesses will research and develop new products and processes, commonly of a technical or scientific nature.

Phases 2 and 3 each includes a 25,000 sq ft building, and are intended to follow when additional capacity is needed. An exact timeline for expansion is difficult to predict at this time.

**NEIGHBORHOOD DEVELOPMENT:**

North: USGS Offices, PF zoning classification  
South: Undeveloped Land and Forest Avenue, RR zoning classification  
East: West Forest Avenue and McMillan Mesa Village, R&D zoning classification  
West: Undeveloped Land, RR zoning classification

**REQUIRED FINDINGS:**

**STAFF REVIEW:**

An application for an amendment to the Zoning Map shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The recommendation shall be transmitted to the Planning and Zoning Commission prior to a scheduled public hearing. The staff report shall include the following: An evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the Regional Plan and any applicable specific plans; A recommendation on the amendment and the grounds for the recommendation based on the standards and purposes of the zones set forth in Division 10-20.50, of the City of Flagstaff Zoning Code; A recommendation on whether the Zoning Map amendment should be

granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied

### **STANDARDS FOR REVIEWING PROPOSED AMENDMENTS:**

An amendment to the Zoning Map may be approved only if all of the following findings are present: The proposed amendment is consistent with and conforms to the objectives and policies of the Regional Plan and any applicable specific plans; The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the Regional Plan; The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access (e.g., fire and medical), public services, and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone classification and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

### **STAFF REVIEW:**

#### **Introduction/Background**

As noted above, the current zoning for this site is RR, which will not support the research and development land use proposed by the application. The application proposes to change the zoning classification to R&D, which is the appropriate classification for this land use.

This amendment is the first to be processed since the adoption of the new zoning code in November, 2011. The code identifies three tiers or classifications of map amendment applications. Because the subject application did not meet the thresholds for a Large-Scale Map amendment, staff has reviewed the application using the Medium-Scale Map amendment process.

The property is located on the southwest corner of the intersection of Gemini Drive and Forest Avenue, adjacent to, and south of, the USGS campus and the existing NACET building. The bulk of the area to be rezoned was used by Flagstaff Medical Center as a temporary parking lot and was finished with pavement millings, which remain in place.

At the meeting of April 22, 2009, the Commission reviewed a different conceptual site plan and application to rezone the property for a proposed Science and Technology Center to be constructed by a private party. The Commission recommend denial of that application; the minutes from that meeting are attached for review. That application was withdrawn by the applicant and was not reviewed by the Council.

The current proposal includes three buildings, parking, landscaping, support infrastructure and other site amenities. Phase 1 includes a 25,000 sq ft single-story building and a conference/Emergency Operations Center (EOC). Construction is to be financed via several federal and state grants, with construction oversight to be managed by the City of Flagstaff's Capital Improvements Division. A conceptual site plan for the entire nine acres, along with a detailed plan of Phase 1, is included for the Commission's review. The applicant's memo to the Commission, dated August 31, 2012, is attached and provides additional detail regarding the development.

As noted above the site is 9.02 acres in size; Innovation Mesa includes three buildings each 25,000 square-foot in size, buildings one and two are single story, building three includes a two story section. The building

and developed space has been laid out to preserve the bulk of the on-site forest resources and to provide a logical connection to the existing NACET Business Incubator and the USGS campus. Parking is provided in several dispersed parking lots; pedestrian connections are provided between the buildings, the existing campus, and the public street system. Two of the buildings front on to the public streets but are set back far enough to allow room for adequate landscape screening. Open areas are located throughout Innovation Mesa and are intended to provide for landscaping, LID (stormwater), and to provide public demonstration area for products being developed on the campus. The site complies with the “campus” setting identified in the USGS Master Plan and the proposed zoning classification. A nineteen-hundred and seventy-one sq ft conference center/Emergency Operations Center is proposed to be located between the Phase 1 building and Gemini Drive and will provide visual interest to the site. Staff feels that the Innovation Mesa site design compliments the intended use, the Business Incubator, and the USGS campus.

For the Commission’s review, staff has attached a copy of a Staff Summary Report provided to Council, authored by Stacey Brechler-Knaggs, Grants Manager, which adds additional background information regarding the financing and history of the USGS Campus.

### **General Plan/Regional Land Use and Transportation Plan**

The site is designated Office/Business Park/Light Industrial in the Flagstaff Area Regional Land Use and Transportation Plan. The primary objective of this land use category is to provide locations for a variety of workplaces, including light industrial, research and development activities, offices and institutions. Development of the site typically reflects an attractively landscaped, campus-like setting with activities carried out entirely within enclosed buildings. The category is intended to encourage the development of offices and planned business parks; to promote excellence in the design and planning of buildings, outdoor spaces, and transportation facilities; and to continue the vitality and quality of life in adjacent residential neighborhoods. Supporting amenities that complement the primary workplaces, and may be included as part of the overall planned development, include restaurants, hotels, child care, and convenience shopping. Sites designed to fit the category should have good access to existing or planned transportation facilities and compatibility with adjacent uses. Staff believes that the proposed Science and Technology Park (Innovation Mesa) development embraces the goals and policies of the Regional Plan.

In addition to meeting zoning code requirements, and the Regional Plan designation, the project has been designed to enhance the USGS Master Plan. The master plan includes site design guidelines addressing development patterns, open space, pedestrian circulation, vehicular circulation, stormwater and utility systems, landscaping, signage, lighting and other site amenities.

### **Zoning/Land Development Code**

Because of the Regional Plan’s designated land use category of this site (Office/Business Park/Light Industrial), the current RR zoning is considered a “holding zone” until such time as circumstances warrant more intensive development, which requires a map amendment, as is the case with this proposal. R&D zoning is being proposed in order to permit the uses identified by the application. The following analysis is based on a general compliance review of the conceptual plan included with the application.

#### *Proposed and Permitted Uses*

The proposed business accelerator includes flexible space that may support offices, wet or dry laboratories, light industrial fabrication, and warehousing. Specific tenants and specific uses or distribution have not yet been determined. The R&D district is intended to include development of a mix of professional and

administrative facilities, research and testing institutions, light industrial/manufacturing uses, green technology facilities, and offices.

#### *Bulk Standards*

In addition to building setback requirements, which the attached site plan meets, the R&D district allows buildings up to 60 feet in height, and lot coverage of 25%. The proposal depicts buildings that are no more than 30-feet-tall, and lot coverage of 17.5%.

#### *Site Capacity*

The zoning code limits development in the R&D district to a Floor Area Ratio (FAR) of .50, meaning the total floor area of any building on the site cannot exceed 50% of the square footage of the lot. The site is 392,040 square feet in size, with allowable floor area of 196,020 sq ft. A FAR of 19% is proposed, which constitutes 75,000 sq ft of building space.

#### *Design Review Guidelines*

The zoning code's architectural and site development divisions address building orientation, forms bulk, scale, fenestrations, materials and colors. Elevations for the building proposed to be developed in Phase 1 are included as part of this report. Staff feels that the exterior building materials, the mass of the building, the roof form and materials all work with the site elements to provide a supportable development proposal. Highlights include masonry, rusticated steel siding, steel structure elements, and standing seam metal roofing. Additionally, the USGS Campus Master Plan states, structures will be limited to one and two floors, all of the proposed structures comply with the plan.

#### *Landscaping*

The application includes a landscape plan for the Commission's review. The plan demonstrates that the landscaping requirements identified in the zoning code can be met. Landscaping includes number and types of plants, although specific species have not been identified, and are not expected to be provided until the Phase 1 development proposal is submitted to the IDS Board for concept and Site Plan reviews.

#### *Lighting*

The site is located within Astronomical Zone II, which allows for 50,000 lumens per acre. A total of 451,000 lumens are permitted for the 9.02-acre site. A lighting plan and lumen calculation have been provided. The plan proposes to incorporate fully shielded, low pressure sodium (LPS) lighting fixtures for outdoor lighting. Total exterior lighting output proposed is 450,580 lumens, which is under the maximum limit for the site. The final lighting plan will be reviewed and approved as part of the IDS Site Plan review.

### **PUBLIC SYSTEMS IMPACT ANALYSIS:**

#### **Traffic/Access/Transit/Pedestrian**

##### *Traffic Impact Analysis*

A traffic impact analysis was not required for this proposal in that the traffic generated by the development did not meet the minimum threshold requirements. However, the potential traffic impacts were evaluated by the City's transportation staff, and future alternatives to mitigate impacts at the Gemini/Forest Avenue intersection have been identified. Please reference the attached memorandum dated February 6, 2009 from Jerry Jack, Transportation Project Manager that addresses traffic issues.

### *Required Street Improvements*

The proposal does not require any physical improvements to City right-of-way at this time, in that Gemini Drive and Forest Avenue are completely improved to city standards, and no additional improvements are required.

### *Parking*

The parking for the site is based upon a rough 80/20 split between office and industrial flex space. Parking reductions have been offered in exchange for bicycle parking spaces (10-spaces) and the close proximity of a transit stop (10-spaces). One-Hundred-eighty-seven standard parking spaces and eight-universal (handicapped) spaces are proposed.

The applicant also proposes to incorporate pervious pavement or other similar product intended to allow water filtration for the parking stalls. The details regarding this component of the development will be finalized as part of the Site Plan review by staff.

### *Transit*

There are public transit stops (both east and west of the site) on Forest Avenue. Both transit stops are in walking distance from the site.

### *Bicycle/Pedestrian Systems*

Pedestrian and bicycle access will be provided from the existing public sidewalks along Gemini Drive, which connect to the sidewalk systems along Forest Avenue. A connection to the FUTS is located at the northeast corner of the USGS campus and also via the signalized intersection at Gemini and Forest Avenue to the east of the site.

## **Water and Wastewater Impact**

Water and sewer impacts were analyzed with the USGS Campus Master Plan and the service requirements are based on that analysis. Water is proposed to route throughout the site via a new 8-inch PVC water main which eventually will service all three proposed buildings, as well as associated fire protection requirements.

Sewer flows are proposed to be handled with a private grinder pump and lift system that will connect to a gravity fed public sewer main northwest of the site. Each phase or building is proposed to be developed with a pump/grinder that will serve its needs. The grinders are to be located south of the phase 3 building and are shown on sheet A-7 of the attached plan set. The pressurized portion of the system is to be private. The NACET Building located adjacent to the site currently uses a private pressure system.

### *Stormwater*

Low Impact Development techniques will be used to create a volume metric reduction in stormwater runoff equal to the first inch of rainwater that will fall on the new impervious areas of the site. Areas for detention features have also been identified on the site plan, and have satisfied the requirements of this level of review. Staff will require that a stormwater management plan(s) be submitted with the site plan application.

## **OTHER REQUIREMENTS:**

### **Resources**

A forest resource plan has been included as part of the map amendment application and is attached to this report. The plan indicates that there are 91-trees located within the boundaries of the site. These trees

PCREZ 12-001  
November 14, 2012

represent a total of 158-forest-resource points. The plan indicates that 74% (117 points) or 50 trees will be saved. The plan indicates that the forest resources being maintained far exceed the 30% requirement.

No slope or flood plain resources have been identified on the site.

### **Citizen Participation**

Division 10-30.60 of the Zoning Code requires that a neighborhood meeting be held prior to the public hearing and that a Record of Proceedings be included with the map amendment application. Such a meeting was held on August 30, 2012. Three citizens attended the meeting. One provided written comments. A copy of the Final Report, Public Participation Plan and comments are included with this report.

Public hearings before the Commission and the City Council are conducted in conjunction with requests for map amendment. In accordance with state statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to an extended list of property owners around the site. A public hearing has been scheduled for the December 18, 2012 City Council Meeting.

### **RECOMMENDATION:**

Staff recommends the Planning and Zoning Commission forward the map amendment request to the City Council with a recommendation for approval subject to the following condition:

1. Development of the Science and Technology Park (Innovation Mesa) is in substantial conformance to the submitted conceptual plan(s) as presented with this request.

### **ATTACHMENTS:**

- Application
- Ad notice
- Vicinity Map
- Applicable sections of the USGS Master Plan
- P&Z Commission Minutes of April 22, 2009
- IDS Application Review Minutes of October 1, 2012
- Memo to the Commission of August 31, 2012
- City Transportation Memo of February 6, 2009
- Public Participation Report
- Staff Summary Report of November 6, 2012
- Development plan set

**ORDINANCE NO. 2012-17**

**AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 9.02 ACRES OF REAL PROPERTY LOCATED AT 2400 NORTH GEMINI DRIVE FROM "RR", RURAL RESIDENTIAL, TO "R&D", RESEARCH AND DEVELOPMENT.**

**RECITALS:**

WHEREAS, the applicant has applied for a map amendment of approximately 9.02 acres of real property located within the City of Flagstaff at 2400 North Gemini Drive, a legal description of which is designated as **Exhibit "A"**, attached hereto and incorporated by this reference, from "RR", Rural Residential, to "R&D", Research and Development, for purposes of developing a facility engaged in the design, development and testing of high-technology electronic, industrial and scientific products or commodities; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed map amendment application, following proper notice and hearing, on November 14, 2012 with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application, subject to the following condition:

1. Development of the Science and Technology Park (Innovation Mesa) is in substantial conformance to the submitted conceptual plan(s) as presented with this request [the rezoning application].

WHEREAS, the City Council has read and considered the staff reports prepared by the Planning Division and has considered the narrative prepared by the applicant; and

WHEREAS, staff recommends approval of the map amendment application, subject to the condition proposed by the Planning and Zoning Commission, and the Council has considered the condition and has found it to be appropriate for the site; and

WHEREAS, the Council finds that the proposed map amendment with the condition will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for the subject property is amended to "R&D", Research and Development.

SECTION 3. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

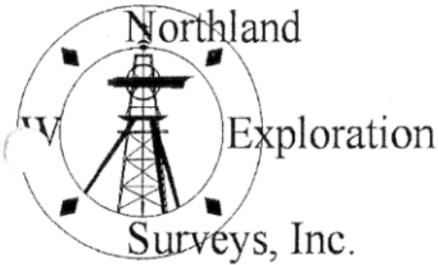
\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



## EXHIBIT "A"

### LEGAL DESCRIPTION:

A parcel of land situated in the Southeast 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

From the Southeast section corner of said Section 10, thence N 28° 26' 47" W [Basis of Bearing (Southeast Section corner to East 1/4 corner): N 00° 21' 21" W (City of Flagstaff Local Projection)] for a distance of 577.47 feet to a point 75.00 feet Northwesterly of the Northwesterly Right-of-Way line of Forest Avenue, said point being the **TRUE POINT OF BEGINNING**;

thence N 59° 11' 34" W for a distance of 607.84 feet to a point;

thence N 32° 27' 14" W for a distance of 467.52 feet to a point;

thence N 88° 12' 49" E for a distance of 285.00 feet to a point, said point being the Southwest parcel corner of an unrecorded lease parcel;

thence continue N 88° 12' 49" E for a distance of 100.63 feet to an angle point on the South parcel line of said lease parcel;

thence S 09° 05' 39" E for a distance of 47.77 feet to an angle point on said South parcel line;

thence N 80° 54' 21" E for a distance of 206.61 feet to the Southeast parcel corner of said lease parcel;

thence N 59° 33' 57" E for a distance of 71.05 feet to a non-tangent point of curvature on the Southwesterly Right-of-Way line of Gemini Drive;

thence Southeasterly along said Southwesterly Right-of-Way line, along a curve to the left, having a central angle of 53° 12' 37" and a radius of 330.10 feet, for a distance of 306.56 feet, the chord of said curve bears S 57° 02' 22" E for 295.66 feet to a non-tangent point, said point being 75.00 feet Westerly and Northwesterly of said West and Northwesterly Right-of-Way line of Forest Avenue;

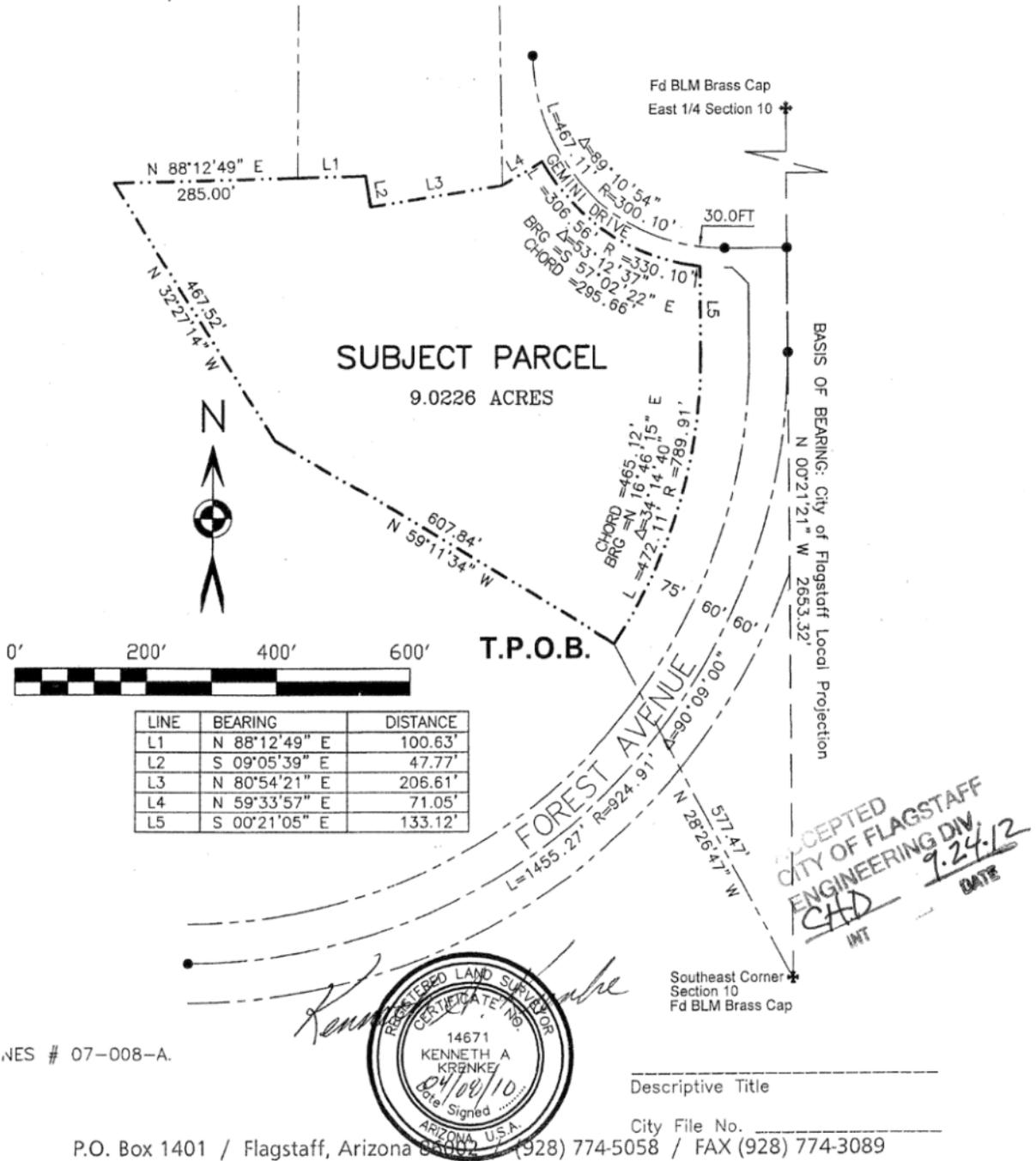
thence S 00° 21' 05" E, parallel to said Westerly Right-of-Way line, for a distance of 133.12 feet to a point of curvature;

thence Southwesterly concentric to said Northwesterly Right-of-Way line, along a curve to the right having a central angle of 34° 14' 40" and a radius of 789.91 feet, for a distance of 472.11 feet, the chord of said curve bears S 16° 46' 15" W a distance of 465.12 feet, to the **TRUE POINT OF BEGINNING**,



# EXHIBIT "A-1"

A parcel of land situated in the Southeast 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



NES # 07-008-A.

P.O. Box 1401 / Flagstaff, Arizona 86002 / (928) 774-5058 / FAX (928) 774-3089

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Co-Submittor:** Kevin Burke, City Manager  
**Date:** 12/07/2012  
**Meeting Date:** 12/18/2012



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**TITLE**

**Discussion Item:** Amendment to Rules of Procedure to address how an item is placed on an agenda.

**RECOMMENDED ACTION:**

Provide direction to the City Manager.

**INFORMATION**

Mayor Nabours requested a review of the Council Rules of Procedure to discuss the procedure for a Councilmember placing something on the agenda as a discussion item and then having that item move onto the regular agenda for actions, allocation of staff resources and/or receive a presentation.

Currently Rule 4.01 states, "The City Manager shall honor any request by a member of the Council to include an item on the Council Discussion portion of the agenda. A Councilmember may submit an item for consideration at any time and the City Manager will place it in a queue with other Council requests to be placed on an agenda. The date and time of scheduling shall be weighted with other Council priority requests. The Council request for discussion of such item will be placed in the Council Discussion Section of the agenda. Upon majority vote of the Council, discussion items will be moved to a regularly-scheduled Council meeting."

It is important to call Council's attention Article II, Section 3 of the Charter which notes that the "City Manager shall...prepare the agenda for...all meetings of the Council." The procedure to enable Councilmembers to place something on the agenda is in cooperation with the City Manager because it is a power reserved for the City Manager. Any change in procedure needs to balance the ability to know a majority of Council is willing to allocate staff resources toward any research and preparation of an item with the desire to show the public that the discussion item is not pre-decided before it becomes an action item. Consequently, the City Manager encourages the use of a test period to try any changes in this procedure.

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**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Kevin Burke, City Manager  
**Date:** 12/12/2012  
**Meeting Date:** 12/18/2012



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**TITLE**

**Discussion Item:** Zoning Code Amendment Process

**RECOMMENDED ACTION:**

Determine the process for deciding which Policy items associated with the Zoning Code will be evaluated.

**INFORMATION**

Vice Mayor Evans and Councilmember Barotz requested the discussion of the Zoning Code amendment process be placed back on the agenda. This original discussion occurred on November 27, 2012; however, these members felt there was a majority of Council calling for one process and a minority group calling for a second process with the minority group prevailing. To clarify the will of Council, the City Manager has placed this back on the agenda in order to receive more formal direction from Council regarding the process for determining how policy items should be considered during the Zoning Code amendment process.

There are two possible processes that were present in the original discussion. Before discussing them, let's set the stage. The revisit of the Zoning Code is actually a staff initiated item. At the time of adoption, staff noted it would be back six months to a year after adoption to clean-up the ordinance because there are always items that emerge which weren't intended or were missed. These are staff initiated technical amendments.

A few months ago, Councilmember Oravits put on the discussion agenda a request to revisit the sign code. At that time, the majority of Council said we will discuss that when we get to the scheduled review of the entire Zoning Code. Therefore, staff added this policy question to the scheduled review. Along the way, there were other requests for policy reviews from Councilmembers. Consequently, staff added those to the list.

The first process option could be called: "All In." Typically, if something is staff initiated in CD, it starts with a work group, moves to a Council Commission and then is brought to Council. This time, the City Manager suggested the process start with Council and get a comprehensive list so that we didn't get to the end of the process and have several new items thrown out that had not collected staff, commission or public input. So part of the exercise was to get a comprehensive list of topics without necessarily discussing the policy of each item. Given these are not final votes, but direction to staff, the City Manager placed the item on a work session. A flaw in this process is that whatever Council decides are the topics, does not mean that those would be the only topics discussed because staff was open to collecting other topics through our public process and our conversation with P&Z. In other words, both groups may see something in the code that they wanted to add to the discussion list and have Council debate. Again, this

is pretty typical of our process when we start with staff and public.

The second process option might be called: "Prior Consent." The City Council has a consistent practice of requiring four votes to move things forward that will require staff work. Our agenda process allows any Councilmember to place something on the Discussion portion of the agenda, but requires four votes to move it to an action item, or presentation, or something that requires staff research. We used this process when determining Council goals and the actions associated with those goals. The Policy items listed for Zoning Code amendments were added at the request of one or two Councilmembers. The only grey area was that the overall review of the zoning code was staff initiated, but staff did not place any policy issues on the list. Policy items came from Council.

At the November 27th Council meeting, there was a very specific discussion about the accessible parking spaces. Clearly a majority expressed disinterest in re-examining this policy. The Mayor expressed that we were just putting the list together and not debating each policy amendment. This represented the competing process options mentioned above. The Mayor continued to state what his intentions were and no Councilmember called the question (which would have been tough as Council was in Work Session and there was not a motion on the table). So the process was a bit grey.

Given two Councilmembers want to flesh this out, the purpose of this agenda item is to determine which process option the majority would like to follow (not to debate each policy). If the majority decides they want to winnow the policy list up front (prior consent), then the City Manager will schedule this as an action item on a future agenda so the Council can vote item by item which policy items they want staff to take through the vetting process and which ones they want to leave off. It will also let the public know to come and weigh-in on each policy item. If the majority of Council favors the "All IN" option, then staff will proceed to take all policy items on the list forward for vetting and then return to Council for resolution on the merits of each item.

Lastly, staff seeks direction on how Council would like staff to handle topics that come up from members of the public or P&Z members that were not discussed by Council during this process.

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**Attachments:**