FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 15, 2013

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. Approval of Minutes: Regular City Council Meeting of December 18, 2012; Special City Council Meeting of January 4, 2013; Special City Council Meeting (Executive Session) of January 8, 2013; and the Work Session of January 8, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the Regular City Council Meeting of December 18, 2012; Special City Council Meeting of January 4, 2013; Special City Council Meeting (Executive Session) of January 8, 2013; and the Work Session of January 8, 2013.

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

A. Recognition and Thank You to Code Compliance Volunteers

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 offficer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

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

RECOMMENDED ACTION:

Make three appointments to terms expiring December 2015.

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

RECOMMENDED ACTION:

Make one appointment to a term expiring October 2015.

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 Amendment to Contract:** Amendment to add Water Infrastructure Finance Authority (WIFA) Federal Loan Provisions to Contract.

RECOMMENDED ACTION:

Approve Contract Amendment One for the Water Resource Sustainability Study with AMEC Environment and Infrastructure, Inc.

B. **Consideration and Approval of Amendment to Contract:** Amendment to add Water Infrastructure Finance Authority (WIFA) Federal Loan Provisions to Contract.

RECOMMENDED ACTION:

Approve Contract Amendment One for project work related to the Navajo-Hopi Water Rights and Red Gap Ranch Setllement with Ballard Spahr

C. **Consideration and Approval of Amendment to Contract:** Amendment to add Water Infrastructure Finance Authority (WIFA) Federal Loan Provisions to Contract.

RECOMMENDED ACTION:

Approve Contract Amendment One for the Red Gap Ranch Pipeline Alignment Feasibility Study with Jacobs Engineering Group, Inc.

D. **Consideration and Approval of Memorandum of Understanding that supports Stipulation (Civil No. 6417):** Consider renewing an expired cooperative agreement (Memorandum of Understanding [MOU] and Charter) between the City of Flagstaff, the United States Forest Service (USFS) and the National Park Service (NPS), that satisfies the Stipulation (Civil No. 6417) the City entered with the aforementioned parties in 2001.

RECOMMENDED ACTION:

1. Renew the MOU between the City of Flagstaff, USFS, and NPS;
2. Renew the Charter as a document attached to the MOU;
3. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Agreements**: U.S. Forest Service - Coconino National Forest for Forest Bond #405 (*Flagstaff Watershed Protection Project*)

RECOMMENDED ACTION:

Approval of all three agreements with the USFS, listed below, to include signature by Mayor on each.

1. Memorandum of Understanding;
2. Master Participating Agreement; and
3. Memorandum of Understanding - Cooperating Agency Status

F. **Consideration and Approval of Agreement:** Between the City of Flagstaff and the High Country Fire Rescue for dispatch services.

RECOMMENDED ACTION:

Approve the agreement for dispatching services between the City of Flagstaff and the High Country Fire Rescue Fire Department.

G. **Consideration and Approval of Consulting Contract:** Street Maintenance Program, Calendar Years 2013, 2014 & 2015

RECOMMENDED ACTION:

1. Approve the design services contract with Plateau Engineering, Inc., in the amount of $189,990.88 with a contract time of 1090 days;
2. Approve change order authority in the amount of $18,999 (10%) of the contract amount to cover potential costs associated with unanticipated items of work; and
3. Authorize the City Manager to execute the necessary documents.

10. ROUTINE ITEMS

A. Consideration of Ordinance No. 2012-17: Amending 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:

Read Ordinance No. 2012-17 for the final time by title only
Adopt Ordinance No. 2012-17

B. Consideration of Sale of City-owned Property: Fire Station No. 7 (west of Milton, south of Butler) APN's 103-06-019, 103-06-017A, 103-06-018A, 103-06-003B consisting of a total of 1.52 acres; North San Francisco (abutting Switzer Canyon Wash, aka Elks Lodge Property, south of Horny Toad Rd) APN 110-03-001B 26.03 acres; Schultz Pass (east of Schultz Pass Road and north of Elden Lookout Rd) APN 300-47-004 20 acres; and Fire Station No. 2 (south of east First and west of North Second, adjacent to Joel Montalvo Park) APN 107-04-046 .47 acres.

RECOMMENDED ACTION:

Authorize the City Manager and designated staff to sell four parcels of City-owned property consisting of approximately 50 acres, located within the City limits.

C. Consideration and Approval of Settlement for Injury Claim: Heirs of Kyle R. Garcia, Deceased (Gabriel Garcia, father; Santino Garcia, son of Kyle, a minor through his guardians Leandro and Eleanor Carillo; Solome Garcia , daugther of Kyle, a minor through his legal guardians, Harold and Angela Trimble, for their wrongful death claims) versus the City of Flagstaff.

RECOMMENDED ACTION:

Confirming settlement between the City of Flagstaff and statutory beneficiaries of deceased Kyle R. Garcia. Listed beneficiaries are Santino Garcia, a minor child and his guardians; Leandro and Eleanor Carillo; Salome Garcia, a minor child, and her guardians: Harold and Angel Trimble, and Gabriel Garcia, father of the deceased.

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. PUBLIC HEARING ITEMS

None submitted

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

14. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2013-01:** An ordinance amending Title 8, Public Ways and Property, Chapter 8-03, Streets and Public Ways, Section 8-03-001-0004, Removal of Snow and Ice, and declaring an emergency.

RECOMMENDED ACTION:

1. Read Ordinance No. 2013-01 by title only for the first time on January 15, 2013.
2. Read Ordinance No. 2013-01 by title only for the final time on January 15, 2013. (This requires a unanimous vote of the Council members present. City Charter, Article VII, Section 6)
3. Adopt Ordinance No. 2013-01 on January 15, 2013 (Requires six affirmative votes because of emergency clause)

15. DISCUSSION ITEMS

A. **Discussion Item:** Discussion to identify policy amendments to the Flagstaff Zoning Code.

RECOMMENDED ACTION:

At this meeting, staff will be seeking agreement and consensus on which policy amendments should remain on the list of possible amendments for future review and approval.

B. **Discussion Item**: Filling of vacancies on Regional Plan Citizens Advisory Committee

RECOMMENDED ACTION:

No recommendation.

C. **Discussion Item**: Petition filed by Rudy Preston and Kathleen Nelson re their complaint filed with the Arizona Department of Environmental Quality re the use of reclaimed water at Snowbowl.

RECOMMENDED ACTION:

Council direction.

D. **Discussion Item**: Representation for City's lobbying trip to Washington D.C.

RECOMMENDED ACTION:

Council direction.

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 _____, 2013.

_____
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: 01/09/2013

Meeting Date: 01/15/2013

TITLE

Approval of Minutes: Regular City Council Meeting of December 18, 2012; Special City Council Meeting of January 4, 2013; Special City Council Meeting (Executive Session) of January 8, 2013; and the Work Session of January 8, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the Regular City Council Meeting of December 18, 2012; Special City Council Meeting of January 4, 2013; Special City Council Meeting (Executive Session) of January 8, 2013; and the Work Session of January 8, 2013.

INFORMATION

Attached are copies of the above-referenced minutes for review and amendment/approval.

Attachments:
CCRM.12182012.Minutes
CCSM.01042013.Minutes
CCSM.01082013.Minutes
CCWS.01082013.Minutes

Form Review

Form Started By: Elizabeth A. Burke Started On: 01/09/2013 10:42 AM

Final Approval Date: 01/09/2013

MINUTES

REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 18, 2012
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

1. **CALL TO ORDER**

Mayor Nabours called the meeting to order at 4:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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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 BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

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

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

Mayor Nabours called for a Moment of Silence for the New Town, Connecticut community.

Mayor Nabours read the Mission Statement of the City.

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.

The following corrections were made: 12/04/12, 7D needed the vote recorded; 12/11/12, should indicate review of the 12/18/12 agenda; 11/27/12 re resolution adopted in response to Patriot Act states 2001 (was actually 2002 although speaker said 2001), and on page 5 "consistency" should be "consensus."

It was also recommended that on the 11/27/2012 minutes on the past paragraph of page 5 that it be clarified that when Mr. Eastman stated that amendments had been written, it was the technical amendments; the policy amendments had not been written.

Councilmember Woodson moved to approve the minutes as amended [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]; seconded by Vice Mayor Evans; 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.

Ted Komeda, Flagstaff, addressed the Council regarding the Killip Chess Club.

Andy Wagemaker, Revenue Director, explained why bills were being distributed that were only for a few cents, noting that it helped to clean up the City records.

Sally Trotter, Advisory Council for the City Service Institute at NAU, thanked the City for their support and briefly reviewed the program.

6. **PROCLAMATIONS AND RECOGNITIONS**

None.

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).

Mayor Nabours moved Item 7-B up on the agenda for discussion first. Discussion was held on how members of the public were notified of vacancies on the City's boards and commissions. Staff noted that vacancies are posted on the City's website and periodically notices are posted on the bulletin boards at City Hall.

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

Mayor Nabours said that the Planning and Zoning Commission was one of the more critical commissions of the City and he has had several people tell him they would like to apply.

Mayor Nabours moved to postpone appointment to the Planning and Zoning Commission to the January 15, 2013, meeting; seconded by Vice Mayor Evans.

Vice Mayor Evans said that they did have a great response to this Commission and some very qualified people have applied. In the future, while they talk about advertising, they need to be aware that even though people may not want to fill out an application it is a requirement and she would not want to make those that have applied wait for the others. Mayor Nabours added that his comments had no reflection whatsoever on those that had already submitted applications. Others agreed.

Brief discussion was held on various ways that advertising for the Boards and Commissions could take place.

Motion passed unanimously.

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

Councilmember Brewster moved to reappoint Lynn Corbin, as an at-large representative, to a term expiring December 2014 and reappoint Philip Scandura, as an at-large representative, to a term expiring December 2015; seconded by Councilmember Oravits; passed unanimously.

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

Councilmember Overton moved to reappoint Jack Welch to a second (full) term, expiring October 2015; seconded by Councilmember Oravits; passed unanimously.

Councilmember Oravits moved to appoint Elisha Dorfsmith with a term expiring October 2015; seconded by Mayor Nabours.

Councilmember Overton noted that he had been unable to contact the other applicant, Jan Kerata, who on paper was very qualified, and he asked

Mr. Dorfsmith if he would be willing to address the Council on his interest in the Commission.

Mr. Dorfsmith came forward and said that he has been interested in urban farming and local organic farms. Additionally, he is a used book dealer, essentially in the recycling business, and that was another aspect. He is interested in working on all of the things that come up with the Commission.

Councilmember Barotz proposed that they table this to bring back with the other appointment, to try and give the other applicant a chance to be contacted, and she could be invited to the podium as well. Councilmember Oravits said that if they were going to do that they should open it back up for other applicants as well. He said that out of the seven members, four of them were from NAU, and while he had no problem with NAU, he felt the membership should be more diverse.

Councilmember Oravits amended his motion to postpone appointment to the January 15, 2013, meeting; seconded by Mayor Nabours; passed unanimously.

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

Councilmember Woodson moved to appoint Bryan Burton, as a real estate representative, to the Open Space Commission for a term expiring April 2013; seconded by Councilmember Oravits; passed unanimously.

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

Councilmember Barotz moved to appoint Liz McGinlay and Alida Pfeil, with terms expiring March 2016; appoint Robert Poirier, with a term beginning March 2013 and expiring March 2016; and Russell Randall, with a term expiring March 2014; seconded by Councilmember Woodson; passed unanimously.

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

Mike Gallegos, Landfill Manager, said that they went out to bid for not only refurbishing their current equipment, but also for new or used equipment to see

what may be available. They had originally budgeted $300,000 to refurbish. This bid came in at $371,610 while one bid was received for a used unit at $675,000 and another bid for a new unit at $840,000, but both of those units would require a second piece of equipment and a second driver to use it.

Councilmember Oravits asked that with future purchases of equipment at such large amounts, a picture be included so they can better understand what they were purchasing.

Mayor Nabours moved to approve [the proposal from Empire Machinery in the amount of $371,610 for refurbish plus 10% contingency of $37,161]; seconded by Councilmember Brewster; passed unanimously.

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

Ryan Roberts, Utilities Engineering Manager, explained that he was the only engineer in utilities so they have on-call consultants that have gone through a procurement process, that are contracted with to enable them to move forward on those contracts that have been approved through the capital improvements program. It is a more efficient process than having to use the Request for Statement of Qualifications every time they are needed.

Mayor Nabours said that he had no problem with hiring consultants to assist with projects, but he was more concerned with consultants hired to prepare a study and have the study sit on the shelf. Mr. Roberts said that something like the Water Service Master Plan is a study, but if they were to dive into it there is hydraulic modeling involved, condition assessments, etc. which involves an enormous amount of man hours. With one engineer they would never get close to the specialization needed for all the different types of projects.

Further discussion was held on the cap amount of each of the contracts being at $250,000; several Councilmembers voiced an interest in reducing that amount.

After further discussion on the procurement process, **Councilmember Oravits moved to approve [the twelve (12) On-Call Engineering Consulting Service Contracts for Wastewater Treatment, Water Treatment and Energy Efficiency, (Wastewater Treatment: Brown & Caldwell, Carollo, GHD Engineers, Tata & Howard, Tetra Tech; Water Treatment: Brown & Caldwell, Carollo, HDR Engineers, Tata & Howard; Energy Efficiency: HDR Engineers, NCS Engineering, Tata & Howard)] not to exceed $150,000 annually per firm in each discipline, [and authorize the City Manager to execute the necessary documents]; seconded by Councilmember Overton; motion passed 4-3 with a roll call vote as follows:**

Mayor Nabours	Yes
Vice Mayor Evans	No
Councilmember Barotz	No
Councilmember Brewster	No
Councilmember Oravits	Yes

Councilmember Overton Yes
Councilmember Woodson Yes

C. **Consideration and Approval of Bids**: Tires, tubes and recaps from Northern Arizona Tire utilizing the Western States Contract Alliance (WSCA) # ADSPO12-021289.

Candace Schroeder, Senior Procurement Specialist, said that this was through a WSCA (Western States Contract Alliance) contract, similar to a state contract.

Richard McGaugh, Fleet, said that the City spends approximately $200,000 on tires, tubs and recaps every year. Mr. Burke confirmed that this amount was budgeted each year within the budget, but not as a separate line item. He said that this comes back to the Council for approval because it is over the $50,000 limit.

Councilmember Overton moved to approve [tires, tubes and recaps from Northern Arizona Tire utilizing the Western States Contract Alliance (WSCA) # ADSPO12-021289]; seconded by Vice Mayor Evans; passed unanimously.

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 2013 Dew Downtown Flagstaff Snowboard and Ski Festival.

Brian Grube, Recreation Services Director, said that this resolution would authorize the City Manager, or designee, to sign agreements/contracts in order to produce the Dew Downtown in 2013, allowing them to draw up agreements with private property owners, not only for parking but extension of activities.

Discussion was held on whether the City could turn over the sponsorship of this event to a private party. Mr. Burke said that they could look into that; they would need to look at their in-kind contributions to understand how another event sponsor would take it on. He added that one disadvantage would be that they would have less control.

It was suggested that staff had been directed to analyze the event after this year was over. Mr. Burke clarified that previous direction from the Council was for staff to consider different locations in the future.

After further discussion it was suggested that this be a Section 15, Discussion, item on a future agenda. Mayor Nabours said that they could review all of the projects that Parks and Recreation does, or put it into the budget discussions.

Councilmember Overton moved to read Resolution No. 2012-42 by title only; seconded by Vice Mayor Evans; passed unanimously.

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.

Councilmember Overton moved to adopt Resolution No. 2012-42; seconded by Councilmember Brewster; passed unanimously.

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.

Management Services Director Barbara Goodrich explained that adoption of this resolution would allow the City to move forward with bonding of the projects recently approved in the election, but did not obligate them to do so.

Councilmember Brewster moved to read Resolution No. 2012-43 by title only; seconded by Councilmember Woodson; passed unanimously.

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.

Councilmember Brewster moved to adopt Resolution No. 2012-43; seconded by Councilmember Woodson; passed unanimously.

Mayor Nabours thanked Elizabeth Anderson, Community Enrichment Director, for her years of service to Flagstaff and said they would miss her and wished her the best of luck. Ms. Anderson thanked the Mayor and Council for their support over the years. She said she has tried hard to bring recreational programs, parks, libraries, to the forefront to make sure the community was well provided. It has been her pleasure and her honor to serve the Council and the community.

RECESS

The Flagstaff City Council meeting of December 18, 2012, recessed at 5:49 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the meeting of the Flagstaff City Council of December 18, 2012, at 6:05 p.m.

Mayor Nabours called for a Moment of Silence for the New Town, Connecticut community.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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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; City Attorney Rosemary Rosales.

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

None.

Mayor Nabours moved Public Participation up on the agenda, and said that he would open it back up later if needed.

16. **PUBLIC PARTICIPATION**

Moran Hann, Friends of Flagstaff's Future, thanked the Mayor and Council for their proclamation re Shop Local.

Andy Hernandez, Flagstaff, spoke on a variety of issues related to Flagstaff.

Ruth Ellen Elinski, Director of the Coconino Coalition of Children and Youth (CCCY), reviewed some projects they have been working on.

Holly Huland, Board President for CCCY, gave a brief history on the Coalition.

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).

Councilmember Overton moved to open the Public Hearing; seconded by Councilmember Brewster; passed unanimously.

Neil Gullickson, Planning Development Manager, reviewed the amendment to the zoning map request, and provided a PowerPoint presentation which addressed:

THE PROPOSAL
REGIONAL PLAN AND USGS MASTER PLAN
INNOVATION MESA SITE DEVELOPMENT
PROPOSED BUILDING ELEVATIONS
MAP AMENDMENT-FINDINGS
RECOMMENDATION

Since this was the first zoning map amendment since adoption of the new City Code, Mr. Gullickson explained the difference between small, medium and large amendments.

Councilmember Barotz thanked Mr. Eberhard for his work on the design plans. Mr. Gullickson said that staff was happy with the plans as they were quite detailed for this level of review.

Mr. Gullickson explained the condition of the amendment, stating that the Planning & Zoning Commission was interested in seeing that the Innovation Mesa proposal was part of the amendment. He said that without that condition as part of the amendment, a developer would be able to do whatever they wanted, within the limitations of the Zoning Code.

Mr. Gullickson said that by having this condition as part of the amendment the community has had input on the proposal, both now and previously during the Planning and Zoning Commission public hearing, and also the proposer had a public meeting at which the public had input.

Mr. Eberhard said that there were three people that attended the public meeting, which was primarily informational, and the one question raised was whether there would be accommodations available for food preparing incubation, such as a candy/cookie company, and the answer was yes.

Mr. Gullickson clarified that this condition, if made as part of the amendment, would be binding on a future owner if the property should be sold to another party.

Mr. Gullickson said that the report indicates that this property currently uses a private pressure wastewater system. He said that both systems are owned by the City, but that is because this property is currently owned by the City. There is not a public main available so there is a pressurized system to push it uphill to the main. It is ultimately the responsibility of the property owner.

Councilmember Brewster moved to close the Public Hearing; seconded by Vice Mayor Evans; passed unanimously.

Councilmember Barotz moved to read Ordinance No. 2012-17 by title only for the first time; seconded by Councilmember Brewster.

Councilmember Oravits said that he would support the zoning amendment, but he did not support the project.

Motion passed unanimously.

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. (Conditional)

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.

Mayor Nabours said that he had requested this item be placed on an agenda for further discussion because it appeared that by requiring a majority vote to move an item from Discussion to a future agenda, they were already voting on it.

Further discussion was held on the purpose of requiring a majority vote of Council to place an item on an agenda and it was determined that a majority of the Council did not want to move this to a future agenda for consideration.

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

Mayor Nabours said that he had requested this item be placed on an agenda as there was some confusion the last time the Zoning Code Amendments came before Council. He said they need to: 1) decide if they are going to vote on whether the issue can be considered; and 2) if they will vote on each item.

Councilmember Woodson asked staff if the Zoning Code already addressed the process for its amendment. Mr. Eastman replied that it did; it says that staff

would provide recommendations to the Planning and Zoning Commission, they would have a public work session, formulate recommendations and then it would go to Council for final decision. He said that issues will come to staff a number of ways; it could be from experience—acknowledging that something is not working, sometimes through staff or the public, and on occasion, a member of Council may bring it forward.

Vice Mayor Evans said she believed the process was backward. She could see staff spending a lot of time on an issue that Council does not want to move forward, especially if it is a policy issue.

After further discussion a consensus of the Council (Vice Mayor Evans, Councilmembers Barotz, Brewster and Overton) agreed to bring the items back to be addressed one by one. Staff noted that they would be brought back in January.

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

Councilmembers wished everyone Happy Holidays.

Councilmember Woodson said that he had received an e-mail from a resident in Oak Park Manor, and he asked staff for a report on the status of the recent flooding.

Councilmember Oravits thanked Public Works and all involved with the plowing. He said that he had received a lot of calls regarding the 4" snow policy and would like to request this be placed under Section 15, Discussion, on a future agenda.

He also asked if it would be possible to get the Board/Commission application that is online placed in a fillable format, able to be submitted electronically.

He said that it has been six months since he came on the Council and thinks they have done a lot of good things. He looked forward to serving with all of them in the future.

Councilmembers Barotz and Brewster both agreed that they would like to revisit the 4" snow policy as well.

Mayor Nabours concluded the meeting stating that he felt great sympathy for the Mayor and Council in Newtown, Connecticut as he felt it is a Mayor and Council's job to protect their citizens, so he wrote a letter to their Mayor.

18. **ADJOURNMENT**

The Flagstaff City Council Meeting of December 18, 2012, adjourned at 7:17 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

ARIZONA)
) ss.
Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held December 18, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 15th day of January, 2013.

_____
CITY CLERK

MINUTES

SPECIAL MEETING
FRIDAY, JANUARY 4, 2013
FLAGSTAFF AQUAPLEX
1702 N. 4TH STREET
11:00 A.M.

1. CALL TO ORDER

Mayor Nabours called the meeting to order at 11:00 a.m. and welcomed everyone.

2. ROLL CALL

Present:	Absent:
Mayor Nabours	Councilmember Barotz
Vice Mayor Evans	Councilmember Woodson
Councilmember Brewster	
Councilmember Oravits	
Councilmember Overton	

Others present: Representative Brenda Barton (and spouse, Bruce Barton) and Representative-elect Bob Thorpe; Richard Travis; James Jeffries (Zumarod Productions) and Joe Ferguson.

Staff present: Deputy City Managers Jerene Watson and Josh Copley; Economic Vitality Director Stacey Button; Management Services Director Barbara Goodrich; Utilities Director Brad Hill; Fire Management Officer Paul Summerfelt; Public Works Director Erik Solberg; Deputy Police Chief Walt Miller; Sustainability Manager Nicole Woodman; Community Development Director Mark Landsiedel; Management Intern David Sullivan.

3. Luncheon and Discussion of 2013 Legislative Policy with Legislators.

Lunch was served and the 2013 Legislative Policy (attached hereto) was discussed, focusing on:

•Construction Sales Tax and related TPT Governor's Task Force recommendations on audit provisions and self-collection. A point was made that the TPT was looking for efficiencies, not the perspective of how it will impact revenues/budgets of cities. With questions from Councilmembers, further discussion was held that punctuated why it was not good for the state or the cities and towns. This led into a further discussion of how the Legislature was going to prioritize programs and funds.

- Municipal Budgeting/Finance Highlights were reviewed by Ms. Goodrich and the message was clear that the City has not come back near the 2008 revenue levels and has still not hired back to the levels of police, fire or other staffing levels. HURF came up specifically and Representative Barton reiterated several times that the rural legislators fought to restore that, and it was the Governor's sweeping of HURF repeatedly.

With time limited the following items were addressed:

- Protection of State Shared Revenues
- ADOT Agreement – Placement of Water Pipeline in the I-40 Right-of-Way
- Authority to hold serial inebriates longer
- Protection of forest health by seeking state partnership, and leveraging federal and local dollars
- Technical amendment to clarify definition of electric bikes in state law
- Technical amendments allowing a non-registrant to design non-bearing walls without the seal of an engineer
- ADOT economic impact study on communities in northern Arizona from proposed I-11 Corridor
- Support for establishment of VA Home in Bellemont

Both representatives said that the meeting had been helpful for them and that communication was key. They asked the Councilmembers to talk with their counterparts around the state to encourage communication.

4. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held January 4, 2013, adjourned at 1:30 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, JANUARY 8, 2013, 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 3:33 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 Vice Mayor Evans; passed unanimously. The Flagstaff City Council recessed into Executive Session at 3:33 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. Elden Property

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. Nackard et al v. City of Flagstaff

V. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:55 p.m. at which time the Special Meeting of January 8, 2013, adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES

WORK SESSION
TUESDAY, JANUARY 8, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

1. Call to Order.

Mayor Nabours called the Flagstaff Work Session of January 8, 2013, to order at 6:04 p.m.

2. Pledge of Allegiance.

The City Council and audience recited the Pledge of Allegiance.

3. Roll Call

Councilmembers present:	**Councilmembers absent:**
MAYOR NABOURS	COUNCILMEMBER BAROTZ
VICE MAYOR EVANS	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER WOODSON	

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

4. <u>Public Participation (*Non-Agenda Items Only*):</u>

Public Participation enables the public to address the council about items that **<u>are not</u>** 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.

Andy Fernandez, Flagstaff, addressed the Council with concerns about transparency and difficulties with the City website.

Belinda Isey, Flagstaff, addressed Council concerning the use of reclaimed water at Snowbowl and corresponding signage.

Katie Nelson, Flagstaff, addressed Council about a petition filed in the City Council office with regards to Snowbowl's use of reclaim water.

Berta Benally, Flagstaff, addressed Council asking for a copy of the contract with the Navajo Nation with regard to Red Gap Ranch.

Mr. Burke clarified that the document that Ms. Benally needs should be requested from the Clerk's office and is the Navajo Stipulation Agreement.

Rudy Preston, Flagstaff, thanked members of Council for touring the jail and suggested going unannounced next time.

Mr. Preston also addressed concerning the lack of appropriate signage at Snowbowl for their use of reclaimed water.

Mayor Nabours presented City Manager Kevin Burke with a certificate thanking him for five years of service with the City of Flagstaff.

5. Preliminary Review of Draft Agenda for the January 15, 2013, 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.*

Councilmember Overton requested a presentation on item 9E.

Council asked for clarification on item 10B; they would like to see the addresses of the properties included in the title of the staff summary and within the document.

Councilmember Woodson noted that he would be declaring a conflict on item 9G; his firm was a proposer on that item.

Council requested an in-depth discussion of item 14A at the meeting of January 15, 2013.

6. Presentation on Community Development Block Grant (CDBG) funds, annual CDBG process and establishment of Council priorities and process for use of CDBG funds.

Justyna Costa, Housing and Grants Administrator, and Sarah Darr, Housing Manager, presented a PowerPoint presentation on Community Development Block Grant (CDBG) funds and requested priorities from City Council for distribution.

Ms. Darr explained that homelessness has been an ongoing priority with previous councils along with homeownership and neighborhood revitalization. There has been

repetition of these items over the years because of the ongoing concern and great need in these areas.

Council asked if the removal of dilapidated houses could be considered an approved activity. Ms. Darr explained that it could be depending on the benefit and if the house is located in a target neighborhood. Street improvements are also an approved activity so long as it is conducted within a targeted area and it could include any type of function classified as a street improvement.

Council requested a list of projects done in previous years and the location of the projects; they would like to better understand exactly where the CDBG money is being spent. Ms. Darr explained that activities have been conducted in all four target areas. Staff will provide Council with a list of activities performed and locations over the last few years.

Council agreed that having a formal process in place for the distribution of CDBG funding is necessary.

With regard to priorities, Council agreed to the priorities of neighborhood revitalization, homelessness addressing mental issues and serial inebriates, and housing. In addition, Council would like Housing to work with Public Works to put together a proposal for possible street improvements and sidewalk maintenance.

Andy Fernandez, Flagstaff, addressed Council with comments about the housing market.

Devonna McLaughlin, Executive Director of Bothands, addressed Council about the partnership between Bothands and the City of Flagstaff with regard to the use of CDBG monies, and encouraged Council to keep housing as a priority.

Ms. Darr explained the application process. After the release of the process publicly, agencies have about four weeks to prepare proposals. These proposals are vetted through a process to determine eligibility and prioritization. A proposal booklet is created and forwarded to Council for review. Staff comes before Council in April with a recommendation based on how much money is available. By this point it is not uncommon for agencies to revise their proposals to allow for other agencies to also receive funding. Flagstaff promotes collaboration with other agencies to make sure that all are working together for a common goal.

Council expressed that they would like to see staff spend time with the targeted neighborhoods and educate them on where the monies are being spent in each of the targeted neighborhoods. There is a perception that one area is getting all the funding and communication should be clear that all neighborhoods are being served and what those projects are.

A break was held from 7:26 p.m. to 7:39 p.m.

7. City Code Amendments – Property Maintenance Update.

Roger Eastman, Zoning Code Administrator, presented a PowerPoint presentation on amendments of the City Code regarding the Property Maintenance Ordinance.

- Meeting Purpose
- Activity since April 10th Work Session
- 1805-1811 Arrowhead Ave
  - There was a young lady living in that home, worked with the property owner to bring the interior up to code and it is now habitable.
  - Success with getting the structure habitable.
- 523 Ernest Street
  - There has been action on this property
  - Ultimately the property owners want to keep property themselves
  - Letter to owner stating that home must be brought up to code or the City will conduct repairs and lien the property
- 1726 North Kutch Drive
  - The property owner vacated the property and is currently in a disgusting state.
  - Structure was breached and vandalized
  - All avenues have been exhausted.
  - County health official will be brought in to determine health risk.
  - Extremely overgrown, nothing in current code to address outside of findings from health inspector.
- Existing City Code Provisions
  - Title 4 – Building Regulations – 1997 Abatement of Dangerous Buildings Code and 1997 Uniform Housing Code
  - Chapter 6-04 – Nuisances
  - Chapter 6-06 – Littering
  - Chapter 6-07 – Abandoned Vehicles
- Suggested Path Forward
  - Title 4 - No amendments needed – continue to apply and enforce by Building Officials
  - Nuisances - Repeal and replace with up-to-date and objective standards
  - Littering & Abandoned Vehicles– really out of date. Suggest simplifying and updating the standards. Correct state statute citations.
- An Option for Implementation
  - Housing Rehabilitation Program – Housing Section
    - Apply program and having a funding source in place to assist in repairs.

Council requested that the City continue to work with homeowners to attempt to come to a reasonable solution for all. Ultimately there is no action until the City says “or else” and they need to be prepared to enforce.

Mike Scheu, Building Official, explained that there have been a few instances where the City has had to demolish a structure.

Council expressed frustration at having a code like this in place with no enforcement. It is necessary to formulate a code that is effective and enforced.

There is concern about the interpretation of section 302 as it is currently presented and the protection of personal property rights. It will be important to make sure that the same things can be accomplished with the appropriate intent spelled out.

Mr. Scheu explained that previous legal opinion has not allowed for any further action if a property is boarded up and secure. Current legal staff is taking a different approach and are supportive for further enforcement of the code.

After discussion, Council agreed that Title 4, section 302 Dangerous Building is the best way to proceed. However, this section needs to be fine tuned, tightened up, clarified and enforced. Council requested that staff draft revisions to section 302 that tighten it up and clarify things; additionally, they would like staff to move forward with drafting the other recommended changes to the code.

David Monihan, Flagstaff, lives on Kutch and recognizes the problem. Mr. Monihan urged Council be equitable with the enforcement and looks forward to seeing the suggested revisions.

Andy Fernandez, Flagstaff, addressed Council with his concern that many of these properties are housed by tenants with limited funds.

Council agreed with the timeline of getting the zoning code amendments completed first and following up with these revisions shortly thereafter.

8. Presentation on Finance Chapter of the Parks and Recreation Organizational Master Plan.

Brian Grube, Recreation Manager, and Barbara Goodrich, Management Services Director, presented a PowerPoint presentation on the finance chapter of the P&R Master Plan.

A majority of Council is supportive of moving forward with the 1st Maintenance Option of increasing BBB Parks to a service level 2, no FUTS construction, and Keep Recreation programming. Councilmember Woodson suggested an alternative to this of maintaining all parks at a service level 3.

Council requested information on what the fund balance would look like if all parks were maintained at a service level 3, no FUTS construction and keep recreation programming.

Mr. Grube continued the presentation on Beautification Funds. Currently, anything that is built with BBB Beautification Funds are maintained with BBB Beautification Funds.

Rudy Preston, Flagstaff, addressed Council concerning the overall cost of park maintenance. Mr. Preston encouraged Council to look at alternatives to maintained parks such as a more natural experience. He also suggested enlisting volunteer efforts to assist in the maintenance.

Council expressed interest in letting a company get naming rights to a park in exchange for maintaining the park or certain contributions. They requested that Legal provide an opinion on the legality of that idea.

Mayor Nabours moved agenda item 10 up in the agenda.

10. Review of Draft Agenda Items for the January 15, 2013, City Council Meeting.*
** Public comment on draft agenda items may be taken at this time, at the discretion of the Mayor.*

Item 10-B

Al White, Chairman of Flagstaff Housing Administration (FHA), addressed the Council about the disposition of the City property being offered for sale at North San Francisco close to the Elk's Lodge. Mr. White indicated that this property has been looked at for the use of housing elderly, disabled, low income individuals. Mr. White requested Council to consider three options, replacing this parcel with another for consideration, to refer consideration to partnership alternatives in the RFP process to FHA for a recommendation, or give the Housing Authority different parcels with similar attributes to consider.

A break was held from 9:33 p.m. to 9:43 p.m.

9. Presentation on Principles of Sound Water Management - Water Policies

Brad Hill, Utilities Director, presented a PowerPoint presentation on the next sections of the Water Policy for Council to review, Section B Water Resources Management (B1-B3).

Council requested that the word *maximize* in section B1.1 be replaced with the word *prioritize*.

Mr. Burke indicated that the definition of renewable water did not include any reference to groundwater. Some groundwater is renewable, other is not. Mr. Burke requested that there is consideration of adding these distinctions.

Based on the information in the policy, if the City has grown to a point where all the water is committed, there would be a moratorium on any new sub-divisions because there would be no water available. If the community cannot perform there will be no further platting of subdivisions.

Mr. Hill clarified that if Coconino County chooses to adopt mandatory water adequacy rules the City would be forced to do the same. Council asked if there would be any benefit in adopting mandatory water adequacy rules first. The benefit would be that the City could offer guaranteed water; however, the greatest concern is the hauling of the water. If the City is making a guarantee to the citizens within City limits and water resources get tight, supplying water outside of the City is not required but consequential to our county neighbors.

Council pointed out some concerns with sections B4.7, B4.8, B4.9, and B4.10 on page 20. B4.7 addresses a commodity rate and appears contradictory with page 10 that talks about full cost recovery. There is concern with B4.8 only talking about golf courses and community lakes; believes that this is where recreation uses should be included. In B4.9 there is a serious issue with reclaimed water being underpriced and the general water users offset the cost. There is concern about subsidizing the commercial use of reclaimed water. In section B4.10 would like to clarify the word or in “the priority uses or future allocation”, should it be “or” or “for”?

Hailey Sherwood, Flagstaff, addressed the Council with concerns about the comingling of reclaimed water and ground water.

Alicyn Gitlin, Flagstaff, encouraged Council to adopt a policy that requires them to live within their water means and not go elsewhere for water.

Rudy Preston, Flagstaff, addressed Council with a request to look at how they can use less water and promote a sustainable community.

Marilyn Wiseman, representing Friends of Flagstaff Future, requested Council adopt a policy that plans for sustainability in the future, the conservation plan should be extensive.

Katie Nelson, Flagstaff, addressed Council with her concerns with the sustainability of their water supply. Ms. Nelson encouraged the Council to focus on conservation efforts and not over-allocate our water.

Uncle Don Fanning, Flagstaff, addressed Council with concerns about section B3.3c. Mr. Fanning is concerned that the testing will become non-cost effective and then sacrificed at the risk of public health.

11. Public Participation

None

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

Mayor Nabours requested an agenda item to discuss the Council trip to Washington DC.

Councilmember Oravits requested that the City follow up with the newly seated County Recorder about the election issues brought up in 2012 and work on a plan moving forward.

Council requested an update and check-in on the schedule of upcoming budget sessions.

Mr. Burke reminded Council of the upcoming Budget Retreat this Friday, January 11, 2013, at 12:30 p.m. at City Hall

Rosemary Rosales confirmed her announcement of resignation effective March 1.

13. Adjournment

The Flagstaff City Council Work Session of January 8, 2013, adjourned at 10:41 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	01/11/2013
Meeting Date:	01/15/2013

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 nine applications on file, they are as follows:

David Carpenter (currently serving 1st term)
Steve Jackson
John Johnson
Mickey Mercer
Alan Novack (currently serving 1st term)
Tina Pfeiffer (currently serving 1st term)
Tad Riggs
Paul Turner
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:

This item came before Council on December 18, 2012. Council postponed action to the City Council meeting of January 15, 2013, to allow more time to gather applications. Two additional applications were received during this time.

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.

Background/History:

The Planning and Zoning Commission consists of seven citizens serving three-year terms. There are currently three seats available.

This commission serves as an advisory board to the Council on matters relating to the growth and physical development of the City. The commission also conducts hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals.

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 Board members and City staff has occurred, informing others of this vacancy through word of mouth.

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM: Mayor Nabours and Vice Mayor Evans.

Council Action:

Attachments: P&Z Applications
P&Z Roster
P&Z Authority
P&Z Applicant Roster

Form Review

Form Started By: Stacy Saltzburg Started On: 01/03/2013 01:23 PM

Final Approval Date: 01/11/2013

11/6/12
85

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: Planing & 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 X 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.

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.

RECEIVED
DEC 31 2012
BY:

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: December 26, 2012

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

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

YOUR NAME: Steve M Jackson HOME PHONE: 928-526-2226

HOME ADDRESS: 4417 E Burning Tree Loop ZIP: 86004

MAILING ADDRESS (If Different from Above): 1120 W University Ave Suite 200, Flagstaff, Arizona 86001

EMPLOYER: Coldwell Banker NARICO JOB TITLE: Owner/Broker

BUS. PHONE: 928-226-3188 CELL: 928-600-9457 E-MAIL: sjackson@cbnarico.com

PLEASE INDICATE PREFERRED TELEPHONE: HOME X WORK CELL

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

I have served as a board member or volunteer for many of the diversified organizations that make up our community. I have also served on City of Flagstaff committees such as the Flagstaff Airpark Development Committee and was co/chair for The Committee for a Better Flagstaff. In 1987 I chaired the first Flagstaff Town Hall. I have a marketing degree from NAU where I taught a semester of real estate finance. I have sold, appraised, leased and developed commercial and residential properties in Flagstaff since 1972. I believe that my service to the City and other Community organizations, coupled with my expertise in all phases of real estate make me a good and qualified applicant for this commission.

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

I am a native of Flagstaff. My parents went to Flagstaff High School and spent their lives working and living in Flagstaff. My father served on the Flagstaff City Council for 7 years and on the P&Z for 13 years. My son and daughter and their families live and work here. In essence, I have a vested interest in our City and I care deeply about how our growth and development occurs both now and in the 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.

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 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

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Rcvd 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** X **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.

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.

Mickey J Mercer

Applicant Signature

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Rcvd 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 Comission 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.

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.

Alan Novack

Applicant Signature

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CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

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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 X 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

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

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DATE: 12/26/12

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

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

YOUR NAME: TAD RIGGS **HOME PHONE:** 928-814-6901

HOME ADDRESS: 4053 Gannet Way Flagstaff, Az. **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: Riggs Homes, Inc. **JOB TITLE:** President

BUS. PHONE: (928) 214-7354 **CELL:** (928) 814-6901 **E-MAIL** tadriggs@yahoo.com

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

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

SEE ATTACHED

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

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

I am a graduate of Northern Arizona University and have been involved in local civic matters since 1982. I was a member and team leader of the Coconino County Sheriff's Search and Rescue. My wife and I raised two children in Flagstaff. During this time I was a Scout leader, Soccer coach, Baseball coach and the President of the Flagstaff Youth Alliance. This civic experience is relevant to the Planning and Zoning position, because it has given me a broad awareness of the needs of our community and the ability to listen and lead.

I have been a Homebuilder in Flagstaff since 1996 and a Realtor since 2004. I am currently serving my second term on the Board of Directors for the Northern Arizona Home Builders. I was also on the Flagstaff Rain Water Harvesting advisory committee. I am very aware of the needs of our citizens and the obstacles to provide for these needs.

Why do you want to serve on the board or commission you listed?

I believe that it is very important to become involved in your community and share your experience and opinions. I would like Flagstaff to have a positive long -term growth plan implementing new technology for substainability when proven and cost effective. I am analytical by nature and compassionate at heart, but my years of business experience have taught me to evaluate costs.

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RECEIVED
DEC 13 2012
BY:

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: December 12, 2012

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

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

YOUR NAME: Paul W. Turner, P.E. CFM **HOME PHONE:** 526-4868

HOME ADDRESS: 4825 E. Hightimber Lane, Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: Turner Engineering, Inc. **JOB TITLE:** President/Principal

BUS. PHONE: 779-1814 **CELL:** **E-MAIL** pturner@teiaz.com

PLEASE INDICATE PREFERRED TELEPHONE: HOME X 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 several Board and Commissions since 1991. The first was the Building and Fire Code Board of Appeals, 1991-1996. TheTraffic Commission 1998-1999, Water Commission 1999-2006, Stormwater Advisory Committee, 2000 through 2011 as the Stormwater Utility was absorbed into the Utilities Department and is now under the Water Commission's perview. Notwithstanding my public involvement, I have recently Master Planned 350 acres on the West side of Flagstaff. Planned and provide the plans, specifications and contract management of developing 141 acres, know as Railroad Springs containing 435 lots, 132 townhomes, two commercial sites, open space and a park.

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

Being active as a professional land use planner, designer and engineer of several subdivisions in the City, as well as the County, I believe I could contribute to the planning aspect of development or re-development and the following: Water use and reuse, roadway alignments to reduce maintenance and disturbance, Stormwater impacts, Promote Multi-modal means of transportation and more. Shaping the further growth of Flagstaff within the guidelines of the new zoning code with further guidance from the yet adopted Regional Land Use and Transportation Plan will be my parameters for making recommendations or decisions. Please see attached resume.

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.

Paul W. Turner

Applicant Signature

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

Paul W. Turner, P.E., CFM

Turner Engineering, Inc.
President/Principal

Education
Bachelor of Science - Civil Engineering
Northern Arizona University,
Flagstaff, Arizona 1979 cum Laude

Registration
Licensed Civil Engineer - Arizona
Licensed Civil Engineer - New Mexico

Memberships and Activities
Member of ASCE & the Transportation & Development Institute, Member of National Society of Professional Engineers, AFMA, ASFPM, Past Chair of the City of Flagstaff Water Commission. Governing Council Member of the Northern Arizona Branch of the U.S. Green Building Council.

Mr. Turner is registered civil engineer (AZ 16258 - 1984 and NM 10281 - 1988). Mr. Turner has been the Project Principal for all work performed by Turner Engineering, Inc. for the past twenty six years. This includes designing projects as small as site plans for convenience stores to arterial roadways and multi-modal transportation corridors with regional site infrastructure for water distribution, sanitary sewer collection and drainage projects. He has experience in applying for federal permits, such as Federal Emergency Management Agency floodplain map revision and 404 permits. Mr. Turner has been involved with community activities as he was the past Chair of the Building and Fire Code Board of Appeals (1991-1996). Past member of the City of Flagstaff Traffic Commission (1998-1999). Past Chair of the City of Flagstaff Water Commission (1999-2005). Past Chair of the Stormwater Advisory Committee (2000-2009). Past Chair of the City of Flagstaff Water Commission (2009-2011. Governing Council member of the Northern Arizona Branch of the USGBC. In October, 2000 he was appointed to the Coconino Plateau Water Advisory Council by the Chair of the Board of Supervisors of Coconino County.

Project Experience:
City of Flagstaff, Safe-to-Schools, multiple projects throughout the city to improve and enhance vehicular and pedestrian safety
City of Flagstaff, Urban Trail system projects (FUTS)
W.L. Gore & Associates: Site Plans for Science Center, addition to Woody Springs, Kendrick Peak, EO Sterilization, addition to Woody Mountain, Wastewater disposal systems, Elden View – Medical West site reconfiguration. Numerous parking lot realignments and reconstruction, Flagstaff, Arizona
Northern Arizona Intergovernmental Transportation Authority— Site Plan for the Headquarters, Flagstaff, Arizona
City of Flagstaff, Site Plan for Aircraft Rescue and Firefighting Facility, Flagstaff, Airport
Site Plan for Guardian Medical Transport Hanger, Flagstaff, Airport
Railroad Springs 66 Subdivisions, Master Planning and Improvements for 435 lots, 132 Townhomes, Two commercial sites and a Park, Flagstaff, Arizona
Flood Studies and Floodplain/Floodway delineations (FEMA) in Northern Arizona
Army Corps of Engineers 404 permitting in Northern Arizona
Site Plan for La-Z-Boy, Flagstaff, Arizona
Site Plan for Guidance Center, Flagstaff, Arizona
Site Plan for Recovery Center, Flagstaff, Arizona
Pine Knoll Townhouse Development, Flagstaff, Arizona
Site Plan for Marriott Residence Inn, Flagstaff, Arizona
Site Plan for Woodlands Radisson Hotel, Flagstaff, Arizona
Site Plan for Arizona State Savings & Credit Union, Flagstaff, Arizona
Site Plan for Arizona Daily Sun, Flagstaff, Arizona
Currently qualified for On-Call status for the City of Flagstaff and Coconino County

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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: ~~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. Scheverne 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 experience/ 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

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City of Flagstaff, AZ

PLANNING AND ZONING COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Carpenter, David	**02/16/2010**	**12/12**	**03/18/2010**
Owner/Hope Construction 538 S. Fountaine St. Unit 3 Flagstaff, AZ 86001 Cell Phone: 380-5808 Term: (1st 2/10-12/12)			
Dorsett, Stephen	**12/21/2010**	**12/13**	**10/20/2011**
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)			
McCarthy, Jim	**12/22/2010**	**12/13**	**04/24/2008**
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)			
Moore, Paul	**09/21/2010**	**12/14**	**08/24/2008**
Architect/Self 1665 N. Turquoise Dr. Flagstaff, AZ 86001 Work Phone: 773-1624 Term: (1st 9/10-12/11; 2nd 12/11-12/14)			
Novack, Alan	**02/02/2010**	**12/12**	**03/18/2010**
Retired 1626 Prairie Way Flagstaff, AZ 86004 Home Phone: 526-5677 Term: (1st 2/10-12/12)			

Pfeiffer, Tina	**09/06/2011**	**12/12**	**02/16/2012**
Senior Loan Officer/Metlife Home Loans 1605 N. Wood Hollow Way Flagstaff, AZ 86004 Cell Phone: 600-3143 Term: (1st 9/11-12/12)			
Ramsey, Justin	**02/07/2012**	**12/14**	**No**
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)			

Staff Representative: Mark Sawyers

As Of: December 03, 2012

CHAPTER 2-01
PLANNING AND ZONING COMMISSION

SECTIONS:

2-01-001-0001 CREATION OF COMMISSION
2-01-001-0002 PERSONNEL OF THE COMMISSION
2-01-001-0003 DIRECTOR OF PLANNING
2-01-001-0004 ORGANIZATION AND RULES
2-01-001-0005 DUTIES AND FUNCTIONS
2-01-001-0006 MASTER PLAN
2-01-001-0007 PURPOSES OF MASTER PLAN
2-01-001-0008 ADOPTION OF MASTER PLAN
2-01-001-0009 LEGAL STATUS OF MASTER PLAN
2-01-001-0010 ACT AS ZONING COMMISSION
2-01-001-0011 PREPARE SUBDIVISION REGULATIONS
2-01-001-0012 ADDITIONAL DUTIES
2-01-001-0013 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.[1] (Ord. 339, 10-8-45)

[1]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

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Carpenter, David Owner/Hope Construction 538 S. Fountaine St. Unite 3 Flagstaff, AZ 86001 Cell Phone: 928-380-5808			**No**
Jackson, Steve Owner/Broker/Coldwell Banker NARICO 4417 E. Burning Tree Loop Flagstaff, AZ 86004 Work Phone: 928-226-3188			**No**
Johnson, John "Jack" Teacher/Coconino County School 2563 Cliffview St. Flagstaff, AZ 86001 Home Phone: 774-4560			**No**
Mercer, Mickey Retired School Teacher 2315 N. Lantern Ln. Flagstaff, AZ 86001 Cell Phone: 928-853-4064			**No**
Novak, Alan Retired 1626 N. Prairie Way Flagstaff, AZ 86004 Cell Phone: 928-853-9350			**No**
Pfeiffer, Tina Mortgage Loan Officer/Prime Lending 4391 E. Savannah Cir. Flagstaff, AZ 86004 Cell Phone: 928-600-3143			**02/16/2012**

Riggs, Tad **No**

President/Riggs Homes, Inc.
4053 Gannet Way
Flagstaff, AZ 86004
Cell Phone: 928-814-6901

Turner, Paul **No**

Principal/President/Turner Engineering, Inc.
4825 E. Hightimber Lane
Flagstaff, AZ 86004
Work Phone: 928.779.1814

Zimmerman, David **No**

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

Staff Representative: **Mark Sawyers**

As Of: **January 03, 2013**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	01/11/2013
Meeting Date:	01/15/2013

TITLE:

Consideration of Appointments: Sustainability Commission.

RECOMMENDED ACTION:

Make one appointment to a term expiring October 2015.

Policy Decision or Reason for Action:

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

Elisha Dorfsmith (new applicant)
Jan Kerata (new applicant)

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:

This item was originally brought before Council on December 18, 2012. Council reappointed Jack Walch to another term, but postponed action to the City Council meeting of January 15, 2013, for the other vacancy to allow more time to gather applications, and attempt to contact the applicant who did not attend the December 18 meeting. No further applications were received during this time.

Options and Alternatives:

1) Appoint one Commissioner: By appointing a member 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 is currently one seat 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 vacancy 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:

Action postponed to City Council meeting of January 15, 2013 to allow for more time to gather applications. SLS

Attachments: Roster
Authority
Applicant Roster
Applications

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Jerene Watson	01/03/2013 06:22 PM
DCM - Jerene Watson	Elizabeth A. Burke	01/04/2013 08:21 AM

Form Started By: Stacy Saltzburg Started On: 01/03/2013 01:41 PM

Final Approval Date: 01/11/2013

City of Flagstaff, AZ

SUSTAINABILITY COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Farretta, Kathy	**11/01/2011**	**10/14**	**02/16/2012**
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)			
Johnson, Carlton	**11/01/2011**	**10/14**	**02/16/2012**
Civil Engineer/Shephard Wesnitzer, Inc. 21 W. Elm Ave Flagstaff, AZ 86001 Term: (1st 11/11 - 10/14)			
Lucy, Kimberly	**02/15/2011**	**10/13**	**02/16/2012**
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)			
Mclaren, Bryan	**11/01/2011**	**10/14**	**No**
Sustainability Coordinator/Northern Arizona University 516 N. Leroux Flagstaff, AZ 86001 Work Phone: 928-523-0656 Term: (1st 11/11-10/14)			

Quisenberry, Jamie 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)	**12/01/2009**	**10/12**	**12/03/2009**
Tecle, Aregai 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)	**03/06/2012**	**10/13**	**No**
Welch, Jack Retired 2600 East 7th #18 Flagstaff, AZ 86004 Home Phone: (928) 714-0504 Term: (1st 4/09-10/09; 2nd 10/09-10/12; 3rd 10/12-10/15)	**12/18/2012**	**10/15**	**04/24/2008**

Staff Representative: **Nicole Woodman**

As Of: **January 03, 2013**

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

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Dorfsmith, Elisha			**No**
Owner of dorfsmith.com/Self Employed 4858 E. Merriam Dr. Flagstaff, AZ 86004 Cell Phone: 928-864-6310			
Kerata, Jan			**No**
Admin Associate/NAU, Merriam-Powell Center for Environmental Resea 3707 N. Manor Rd. Flagstaff, AZ 86004 Home Phone: 699-1914			

Staff Representative: **Nicole Woodman**

As Of: **January 03, 2013**

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 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

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

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 TYPE OR PRINT IN BLACK INK
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.

Jan Kerata
Applicant Signature

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Date:	01/11/2013
Meeting Date:	01/15/2013

TITLE:

Consideration and Approval of Amendment to Contract: Amendment to add Water Infrastructure Finance Authority (WIFA) Federal Loan Provisions to Contract.

RECOMMENDED ACTION:

Approve Contract Amendment One for the Water Resource Sustainability Study with AMEC Environment and Infrastructure, Inc.

Policy Decision or Reason for Action:

Upon receipt of a letter to the City from WIFA, Staff became aware that the loan dollars were coming from the Capitalization Grants for Drinking Water State Revolving Funds. Staff realized that the original contract with AMEC did not include the necessary Federal WIFA loan provisions required to be recognized by the WIFA Loan Program. The Grants Manager has worked with AMEC to include the WIFA provisions at no additional cost to the City, which will bring the contract into compliance and recognized by the WIFA Loan Program.

Subsidiary Decisions Points: Acceptance of Contract Amendment One is necessary before the City can be refunded by WIFA loan for work already completed under the contract.

Financial Impact:

There is no cost associated with amending the contract with AMEC.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives

Staff recommends Council approve the contract amendment so that Finance can receive funds from the WIFA loan to cover the contract amount of $299,053.00, which has already been paid by the City to AMEC. Should Council not approve the contract amendment, the City will be fully responsible for covering the contract amount and will not receive the loan dollars from WIFA.

Community Benefits and Considerations:

Inform

Council Action:

Attachments: Amendment One-Water Resource Sustainability Study

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Form Review

Inbox	Reviewed By	Date
Grants Manager	Stacey Brechler-Knaggs	12/12/2012 02:10 PM
Grants Manager	Stacey Brechler-Knaggs	12/13/2012 02:58 PM
Utilites Director	Erin Young	12/20/2012 05:03 PM
Grants Manager	Stacey Brechler-Knaggs	12/21/2012 09:46 AM
Utilites Director	Brad Hill	12/21/2012 02:10 PM
Purchasing Director	Rick Compau	12/21/2012 02:45 PM
Finance Director	Rick Tadder	01/02/2013 01:32 PM
Utilites Director	Brad Hill	01/02/2013 01:49 PM
Legal Assistant	Vicki Baker	01/02/2013 04:42 PM
Senior Assistant City Attorney DW	David Womochil	01/03/2013 10:28 AM
DCM - Josh Copley	Josh Copley	01/03/2013 10:55 AM

Form Started By: Erin Young Started On: 12/06/2012 11:35 AM

Final Approval Date: 01/11/2013

Amendment One

SERVICE AGREEMENT
FOR
WATER RESOURCE SUSTAINABILITY STUDY

CITY OF FLAGSTAFF
and
AMEC GEOMATRIX, INC.

The following Amendment is incorporated into and made a part of the Agreement between the City of Flagstaff ("City") and AMEC Geomatrix, Inc. ("Agency"), dated January 26, 2010 (the "Agreement"), by mutual agreement of the Parties as set forth below.

1. The Agreement is amended as follows:

   Add Exhibit B – Water Infrastructure Finance Authority of Arizona (WIFA) Requirements to the Service Agreement, attached and made a part of the original agreement.

Except as modified by this Amendment One, the Agreement remains in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

City of Flagstaff	**AMEC Geomatrix, Inc.**
_____	_____
Kevin Burke, City Manager	Bruce Travers, Project Director
Attest:	
_____	
City Clerk	
Approved as to form:	
	Date of Execution:
_____	_____
City Attorney	

WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) – REQUIREMENTS

Project Title: Water Resource Sustainability Study
Project Number: 523000

Funding Agency: U.S. Environmental Protection Agency (EPA) through Water Infrastructure Finance Authority of Arizona

CFDA Number: 66.468, Capitalization Grants for Drinking Water State Revolving Funds

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over $10,000.

3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.

4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).

5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over $25,000 via this Internet address: epls.arnet.gov.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

Clean Water Revolving Fund
Drinking Water Revolving Fund

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRF and DWRF project related contracts and subcontracts over $10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

   Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

   > The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

*** DBE forms can be downloaded from www.epa.gov/osbp/grants.htm*

ATTACHMENTS

DBE Forms
www.epa.gov/osbp/grants.htm
6100-2 - DBE Program Subcontractor Participation Form
6100-3 - DBE Program Subcontractor Performance Form
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~~Davis Bacon Forms~~
~~WH-1321 - Davis Bacon poster~~
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~~SF1444 - Wage Determination Request form~~
~~SF1445 - Interview form~~

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**CONTRACT NO.**
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

_____
_____
_____
_____
_____

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____ _____
Subcontractor Signature Title/Date

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

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Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

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Approved: 05/01/2008
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Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**BID/PROPOSAL NO.**
TELEPHONE NO.	**E-MAIL ADDRESS**
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	**ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME**	**PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR**

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No Signature of Prime Contractor Date Print Name Title _____
_____ Signature of Subcontractor Date
_____ _____ Print Name Title

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Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	**PROJECT NAME**
NAME OF PRIME BIDDER/PROPOSER	**E-MAIL ADDRESS**
ADDRESS	
TELEPHONE NO.	**FAX NO.**

The following subcontractors[1] will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor _____ Date _____

Print Name _____ Title _____

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Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Federal Laws and Authorities

The contractor will comply with the applicable provisions of the following federal laws and authorities:

Environmental

1. Archaeological and Historical Preservation Act of 1974, PL 93291.
2. Clean Air Act, 42 U.S.C. 7506©.
3. Clean Water Act, Titles II, IV, and V, Pub. L. 92-500, as amended.
4. Coastal Barrier Resources Act, Pub. L. 97-348.
5. Coastal Zone Management Act, Pub. L. 92-583, as amended.
6. Endangered Species Act 16 U.S.C. 1531, et seq.
7. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
8. Executive Order 11988, Floodplain Management.
9. Executive Order 11990, Protection of Wetlands.
10. Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.
11. Fish and Wildlife Coordination Act, PL 85-624, as amended.
12. Magnunson-Stevens Fishery Conservation and Management Act, Pub L. 94-265
13. National Historic Preservation Act of 1966, PL 89-665, as amended.
14. Safe Drinking Act, section 1424(e), PL 92-532, as amended.
15. Wild and Scenic Rivers Act, PL 90-543, as amended.
16. Environmental Justice, Executive Order 12898

Economic:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

Social Legislation:

1. Age Discrimination Act, PL 94-135.
2. Civil Rights Act of 1964, PL 88-352, Title VI.
3. Executive Order H 246, Equal Employment Opportunity.
4. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreement.

5. Rehabilitation Act of 1973, PL 93, 112 (including Executive Order 11914 and 11250).
6. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act.
7. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.
8. The Drug Free Workplace Act of 1988, Pub. L. 100-690.

Miscellaneous Authority:

1. Anti-Lobbying Provision (40 CFR Part 30) and New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
2. Executive Order 12549 – Debarment and Suspension.
3. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Date:	01/11/2013
Meeting Date:	01/15/2013

TITLE:

Consideration and Approval of Amendment to Contract: Amendment to add Water Infrastructure Finance Authority (WIFA) Federal Loan Provisions to Contract.

RECOMMENDED ACTION:

Approve Contract Amendment One for project work related to the Navajo-Hopi Water Rights and Red Gap Ranch Setllement with Ballard Spahr

Policy Decision or Reason for Action:

Upon receipt of a letter to the City from WIFA, Staff became aware that the loan dollars were coming from the Capitalization Grants for Drinking Water State Revolving Funds. Staff realized that the original contract with Ballard Spahr did not include the necessary Federal WIFA loan provisions required to be recognized by the WIFA Loan Program. The Grants Manager has worked with Ballard Spahr to include the WIFA provisions at no additional cost to the City, which will bring the contract into compliance and recognized by the WIFA Loan Program.

Subsidiary Decisions Points: Acceptance of Contract Amendment One is necessary before the City can be refunded by WIFA loan for work already completed under the contract.

Financial Impact:

There is no cost associated with amending the contract with Ballard Spahr.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives

Staff recommends Council approve the contract amendment so that Finance can receive funds from the WIFA loan to cover the contract amount of $800,000, which has already been paid by the City to Ballard Spahr. Should Council not approve the contract amendment, the City will be fully responsible for covering the contract amount and will not receive the loan dollars from WIFA.

Community Involvement:
Inform

Council Action:

Attachments: Amendment One-Water Law and Water Rights Litigation

Form Review

Inbox	Reviewed By	Date
Grants Manager	Stacey Brechler-Knaggs	12/21/2012 10:06 AM
Purchasing Director	Rick Compau	12/21/2012 02:46 PM
Finance Director	Rick Tadder	01/02/2013 01:33 PM
Utilites Director	Brad Hill	01/02/2013 01:49 PM
Legal Assistant	Vicki Baker	01/02/2013 04:42 PM
Senior Assistant City Attorney DW	David Womochil	01/03/2013 11:10 AM
DCM - Josh Copley	Josh Copley	01/03/2013 01:25 PM
Form Started By: Erin Young		Started On: 12/20/2012 05:12 PM

Final Approval Date: 01/11/2013

Amendment One

SERVICE AGREEMENT
FOR
WATER LAW AND WATER RIGHTS LITIGATION

CITY OF FLAGSTAFF
and
BALLARD SPAHR, LLP

The following Amendment is incorporated into and made a part of the Agreement between the City of Flagstaff ("City") and Ballard Spahr, LLP ("Agency"), dated October 21, 2009 (the "Agreement"), by mutual agreement of the Parties as set forth below.

1. The Agreement is amended as follows:

   Add Exhibit B – Water Infrastructure Finance Authority of Arizona (WIFA) Requirements to the Service Agreement, attached and made a part of the original agreement.

Except as modified by this Amendment One, the Agreement remains in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

City of Flagstaff	**Ballard Spahr LLP**
_____	_____
Kevin Burke, City Manager	Lee Storey, Esq.
Attest:	
_____	
City Clerk	
Approved as to form:	
	Date of Execution:
_____	_____
City Attorney	

WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) – REQUIREMENTS

Project Title: Water Law and Water Rights Litigation
Project Number: 524003

Funding Agency: U.S. Environmental Protection Agency (EPA) through Water Infrastructure Finance Authority of Arizona

CFDA Number: 66.468, Capitalization Grants for Drinking Water State Revolving Funds

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over $10,000.

3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.

4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).

5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over $25,000 via this Internet address: epls.arnet.gov.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

Clean Water Revolving Fund
Drinking Water Revolving Fund

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRF and DWRF project related contracts and subcontracts over $10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

   Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

   > The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

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Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**CONTRACT NO.**
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

_____
_____
_____
_____
_____

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____ _____
Subcontractor Signature Title/Date

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DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**BID/PROPOSAL NO.**
TELEPHONE NO.	**E-MAIL ADDRESS**
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	**ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME**	**PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR**

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No Signature of Prime Contractor Date Print Name Title _____
_____ Signature of Subcontractor Date
_____ _____ Print Name Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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BID/PROPOSAL NO.	**PROJECT NAME**
NAME OF PRIME BIDDER/PROPOSER	**E-MAIL ADDRESS**
ADDRESS	
TELEPHONE NO.	**FAX NO.**

The following subcontractors[1] will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor _____ Date _____

Print Name _____ Title _____

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

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Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Date:	01/11/2013
Meeting Date:	01/15/2013

TITLE:

Consideration and Approval of Amendment to Contract: Amendment to add Water Infrastructure Finance Authority (WIFA) Federal Loan Provisions to Contract.

RECOMMENDED ACTION:

Approve Contract Amendment One for the Red Gap Ranch Pipeline Alignment Feasibility Study with Jacobs Engineering Group, Inc.

Policy Decision or Reason for Action:

Upon receipt of a letter to the City from WIFA, Staff became aware that the loan dollars were coming from the Capitalization Grants for Drinking Water State Revolving Funds. Staff realized that the original contract with Jacobs Engineering Group, Inc. did not include the necessary Federal WIFA loan provisions required to be recognized by the WIFA Loan Program. The Grants Manager has worked with Jacobs Engineering Group, Inc. to include the WIFA provisions at no additional cost to the City, which will bring the contract into compliance and recognized by the WIFA Loan Program.

Subsidiary Decisions Points: Acceptance of Contract Amendment One is necessary before the City can be refunded by WIFA loan for work already completed under the contract.

Financial Impact:

There is no cost associated with amending the contract with Jacobs Engineering Group, Inc.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives

Staff recommends Council approve the contract amendment so that Finance can receive funds from the WIFA loan to cover the contract amount of $1,999,425 is already been paid by the City to Jacobs Engineering Group, Inc. Should Council not approve the contract amendment, the City will be fully responsible for covering the contract amount and will not receive the loan dollars from WIFA.

Community Benefits and Considerations:

Inform

Council Action:

Attachments: Amendment One-Red Gap Pipeline Project Consultant

Form Review

Inbox	Reviewed By	Date
Purchasing Director	Erin Young	12/20/2012 05:33 PM
Grants Manager	Stacey Brechler-Knaggs	12/21/2012 10:21 AM
Purchasing Director	Rick Compau	12/21/2012 02:47 PM
Finance Director	Rick Tadder	01/02/2013 01:33 PM
Utilites Director	Brad Hill	01/02/2013 01:49 PM
Legal Assistant	Vicki Baker	01/02/2013 04:42 PM
Senior Assistant City Attorney DW	David Womochil	01/03/2013 11:08 AM
DCM - Josh Copley	Josh Copley	01/03/2013 01:25 PM

Form Started By: Erin Young Started On: 12/20/2012 05:19 PM

Final Approval Date: 01/11/2013

Amendment One

SERVICE AGREEMENT
FOR
RED GAP RANCH PIPELINE PROJECT CONSULTANT

CITY OF FLAGSTAFF
and
JACOBS ENGINEEING GROUP, INC.

The following Amendment is incorporated into and made a part of the Agreement between the City of Flagstaff ("City") and Jacobs Engineering Group, Inc. ("Agency"), dated July 16, 2008 (the "Agreement"), by mutual agreement of the Parties as set forth below.

1. The Agreement is amended as follows:

   Add Exhibit B – Water Infrastructure Finance Authority of Arizona (WIFA) Requirements to the Service Agreement, attached and made a part of the original agreement.

Except as modified by this Amendment One, the Agreement remains in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

City of Flagstaff	**Jacobs Engineering Group, Inc.**
_____	_____
Kevin Burke, City Manager	By:
Attest:	
_____	
City Clerk	
Approved as to form:	
	Date of Execution:
_____	_____
City Attorney	

WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) – REQUIREMENTS

Project Title: Red Gap Ranch Pipeline Project Consultant
Project Number: 524000

Funding Agency: U.S. Environmental Protection Agency (EPA) through Water Infrastructure Finance Authority of Arizona

CFDA Number: 66.468, Capitalization Grants for Drinking Water State Revolving Funds

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over $10,000.

3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.

4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).

5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over $25,000 via this Internet address: epls.arnet.gov.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

Clean Water Revolving Fund
Drinking Water Revolving Fund

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRF and DWRF project related contracts and subcontracts over $10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

   Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

   > The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

*** DBE forms can be downloaded from www.epa.gov/osbp/grants.htm*

ATTACHMENTS

DBE Forms
www.epa.gov/osbp/grants.htm
6100-2 - DBE Program Subcontractor Participation Form
6100-3 - DBE Program Subcontractor Performance Form
6100-4 - DBE Program Subcontractor Utilization Form

~~Davis Bacon Forms~~
~~WH-1321 - Davis Bacon poster~~
~~WH-347 - Payroll and certification form~~
~~SF1444 - Wage Determination Request form~~
~~SF1445 - Interview form~~

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**CONTRACT NO.**
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

_____
_____
_____
_____
_____

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____ _____
Subcontractor Signature Title/Date

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

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Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**BID/PROPOSAL NO.**
TELEPHONE NO.	**E-MAIL ADDRESS**
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	**ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME**	**PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR**

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No Signature of Prime Contractor Date Print Name Title _____
_____ Signature of Subcontractor Date
_____ _____ Print Name Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

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OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	**PROJECT NAME**
NAME OF PRIME BIDDER/PROPOSER	**E-MAIL ADDRESS**
ADDRESS	
TELEPHONE NO.	**FAX NO.**

The following subcontractors[1] will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor _____ Date _____

Print Name _____ Title _____

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
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Environmental
Protection Agency

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Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Date:	01/11/2013
Meeting Date:	01/15/2013

TITLE:

Consideration and Approval of Memorandum of Understanding that supports Stipulation (Civil No. 6417): Consider renewing an expired cooperative agreement (Memorandum of Understanding [MOU] and Charter) between the City of Flagstaff, the United States Forest Service (USFS) and the National Park Service (NPS), that satisfies the Stipulation (Civil No. 6417) the City entered with the aforementioned parties in 2001.

RECOMMENDED ACTION:

1. Renew the MOU between the City of Flagstaff, USFS, and NPS;
2. Renew the Charter as a document attached to the MOU;
3. Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

In 2001, a Stipulation (Civil No. 6417) between the City of Flagstaff and the United States on behalf of the NPS and the USFS was signed and executed. A Memorandum of Understanding to cooperate in the establishment of a Technical Advisory Committee was signed by the Parties on September 2, 2003 with a 5-year term that has expired. That MOU has been revised by the parties, as is presented to Council for approval.

Subsidiary Decision Points: The City provided a one-time contribution of $100,000 to a trust account to fund studies to accomplish objectives of the Stipulation.

Financial Impact:

In 2003, the City committed $100,000 to a trust, and the interest from that will be used to fund studies of the subject area and the principal used for project implementation (if mutually agreed upon). The Federal Government is committed to seeking funding of $100,000 as a congressional appropriation to be used conjunctively with the City's money.

Connection to Council Goal:

A sustainable community through economic vitality, environmental protection and social inclusion. Effective governance.

Has There Been Previous Council Decision on This:

Yes. Council executed the Stipulation on December 10, 2001. Council approved the MOU (Agreement Number G747003001) on August 6, 2003. Council approved the Charter to the MOU on July 25, 2005.

Options and Alternatives:

Staff recommends Council approve the newly revised MOU and Charter, such that the City remains active and compliant under Stipulation Civil No. 6417. Should the City decide to not approve the MOU and/or the attached Charter, options are to either 1) recommend changes be made to the MOU and/or Charter, or 2) request a 60-day written notice be provided to the other Parties to terminate the City's involvement in the MOU.

Background/History:

In December of 2001 the City of Flagstaff agreed to be a party to a Stipulation (Civil No. 6417) with the United States on behalf of the National Park Service and the Forest Service as part of the Little Colorado River Adjudication process. The Stipulation commits the City to working with the parties to identify best management practices for the Walnut Creek Watershed. As part of the Stipulation, the City made a one-time contribution of $100,000 to a trust account that may be used to fund studies to identify best management practices and evaluate methods that may increase the likelihood of flood flows and improve the inner-canyon environment in Walnut Canyon National Monuments. The Walnut Creek Watershed is the principal source of water supply for Upper Lake Mary.

In this Stipulation, the water rights of each Party within the Walnut Creek Watershed were recognized and confirmed, and it was agreed that either Party would not object to, dispute, or challenge these rights in the Little Colorado River Adjudication. A Memorandum of Understanding to cooperate in the establishment of a Technical Advisory Committee was signed by the Parties on September 2, 2003 with a 5-year term that expired in 2008. A revised MOU and Charter are presented to Council as the attached.

Key Considerations:

The TAC had been meeting several times a year to discuss and prioritize projects that satisfy the objectives of the Stipulation. The TAC is prepared to present a list of projects to Council this spring for Council's approval of support.

Community Benefits and Considerations:

The intent of the Stipulation is to increase flood flows to Walnut Creek by improving the surface water supply. This would, in turn, increase runoff into Upper Lake Mary.

Council Action:

Attachments: Charter
MOU

Form Review

Inbox	Reviewed By	Date
Utilites Director	Erin Young	12/21/2012 01:39 PM
Utilites Director	Brad Hill	12/21/2012 02:31 PM
Purchasing Director	Rick Compau	12/21/2012 02:46 PM
Finance Director	Rick Tadder	01/02/2013 01:36 PM
Legal Assistant	Vicki Baker	01/02/2013 01:37 PM
Senior Assistant City Attorney DW	David Womochil	01/02/2013 04:42 PM
Senior Assistant City Attorney DW	David Womochil	01/02/2013 04:42 PM
Utilites Director	Brad Hill	01/02/2013 05:02 PM
DCM - Josh Copley	Josh Copley	01/03/2013 10:55 AM
Form Started By: Erin Young		Started On: 12/12/2012 01:48 PM

Final Approval Date: 01/11/2013

CHARTER
FOR THE
TECHNICAL ADVISORY COMMITTEE
LAKE MARY - WALNUT CREEK WATERSHED

ATTACHMENT
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FLAGSTAFF, ARIZONA
USDA FOREST SERVICE – COCONINO NATIONAL FOREST
USDI NATIONAL PARK SERVICE – FLAGSTAFF AREA NATIONAL MONUMENTS

PURPOSE

The Technical Advisory Committee (TAC) for the Lake Mary - Walnut Creek Watershed was created, as required by the Memorandum of Understanding (MOU) between the City of Flagstaff, USDA Forest Service, Coconino National Forest (No. 03-MU-11030417-661) and USDI National Park Service, Flagstaff Area National Monuments (No. G747003001) fully executed on September 2, 2003, to oversee cooperative efforts described in Section D of the Stipulation Between the City of Flagstaff ("City") and the United States on Behalf of the National Park Service ("NPS") and the Forest Service ("US Forest Service"), dated December 10, 2001, hereafter referred to as the Stipulation.

The original Charter is hereby superseded by this updated Charter for the Technical Advisory Committee, Lake Mary – Walnut Creek Watershed as an Attachment to the Memorandum of Understanding between City of Flagstaff, Arizona, USDA Forest Service – Coconino National Forest (#13-MU-11030420-009) and USDI National Park Service – Flagstaff Area National Monuments (#FLAG13MU01).

Under the Charter, the TAC:

- Provides guidance and multi-agency/multi-disciplinary advocacy for the protection and management of the Lake Mary - Walnut Creek Watershed, as delineated in the Stipulation, Figure 1-Walnut Creek Watershed (see attached map at end of document), and its associated municipal values.

- Develops and evaluates study proposals designed to evaluate and implement, where appropriate, best management practices, reservoir modifications, and/or operational criteria to address the quality and quantity of the municipal water supply, increase the likelihood of flood flows, and improve the inner canyon environment in Lake Mary - Walnut Canyon National Monument. Study proposals must be consistent with municipal

values for a safe, adequate water supply and the management direction in the Coconino National Forest Land and Resource Management Plan, as amended and until superseded by the Revised Coconino National Forest Land and Resource Management Plan and the NPS General Management Plan for Walnut Canyon National Monument.

- May provide funding for collection of hydrologic data at Upper and Lower Lake Mary, in Walnut Canyon National Monument, and throughout the Lake Mary - Walnut Creek Watershed to support these studies if funding is available.

OBJECTIVES AND RESPONSIBILITIES

The objectives and responsibilities of the TAC are to:

- Assess short- and long-range needs for restoring flood flows, modifying reservoir operations or structures, or implementing additional best management practices to maintain the quality and quantity of the municipal water supply.
- Establish a mechanism for soliciting, evaluating, prioritizing, and recommending study and data collection proposals to the Forest Supervisor, Superintendent, and Mayor for concurrence and approval.
- Solicit proposals and develop scopes of work and contracts to collect and evaluate hydrologic data and to evaluate reservoir operations, best management practices, methods to increase the likelihood of flood flows, and methods to improve the inner-canyon environment in Walnut Canyon National Monument.
- Review funding needs and priorities.
- Identify and share professional and technical resources and information from the City, the NPS, and the USFS.
- Disseminate information to the public about watershed management issues and activities of the TAC.
- Coordinate with the trust management authority or financial institution on the allotment of funds to implement prioritized projects.
- Develop mechanisms for tracking project and program accountability.
- Develop either a consensus or range of technical and scientific opinion regarding the management of the Lake Mary - Walnut Creek Watershed that can be provided to the City and Agency Managers.
- Identify existing sources of information on the hydrology of Lake Mary - Walnut Creek Watershed.
- Develop a prioritized list of research and management study projects, based on input from qualified specialists.
- Ensure peer review of proposed research or study projects and TAC-recommended actions.

ORGANIZATION

Committee Membership

The TAC consists of six members: one primary representative and one alternate representative each from the City, the NPS, and the U.S. Forest Service. Each representative should possess education and/or experience in biology, ecology, hydrology, soil science, watershed management, utilities management, or civil engineering. Primary and alternate representatives are to be designated by the respective party's signatory to the MOU. A list of each Party's current representatives will be maintained as Appendix A to this Charter. Representatives will serve three-year terms, and may serve consecutive terms at the discretion of the authorized City or Agency Manager. Changes to designated representatives are made by written notice to all parties at least 30 days prior to the effective date of the change.

Committee Chairperson

A TAC Chairperson is elected by the entire committee membership to serve a one-year term, and can be either a primary or alternative representative. The Chairperson is responsible for conducting or delegating the following duties:

- conducting committee meetings, disseminating meeting notes and keeping TAC records,
- signing official TAC correspondence
- coordinating with the appropriate representative when making recommendations to the City or agencies.
- tracking and reporting the status of the trust fund/financial account to the TAC, and
- adhering to established controls and procedures with the authorized funding entity to track reimbursements for studies and projects.

OPERATING PROCEDURES

Meetings

The advisory committee meets as often as necessary or, at a minimum, two times per year. The TAC Chair schedules, organizes, and conducts meetings; members are notified at least one month prior to the meeting date. Draft meeting minutes are prepared by the Chair and provided to each TAC member within two weeks of the meeting.

TAC members are encouraged to invite subject matter experts to meetings, as needed, to provide technical information or expertise. These invited participants are not considered TAC members, nor are they allowed to participate during the TAC deliberations to reach consensus on recommendations to the City and Agency Managers.

Quorum

A quorum of three, consisting of any combination of one primary representative or alternate representative from each party, is required to conduct official business. All TAC recommendations to the City and Agencies are reached by consensus of the quorum. Study findings, deliberations, and recommendations are documented in meeting minutes and approved at subsequent meetings.

Study Proposals

Approval

Study proposals are recommended for implementation by a consensus of the quorum. Recommended proposals must meet the intent of the Stipulation and the MOU, objectives of the TAC, municipal values for a safe, adequate water supply, and the management direction in the Coconino National Forest Land and Resource Management Plan, as amended and until superseded by the Revised Coconino National Forest Land and Resource Management Plan, and the NPS General Management Plan for Walnut Canyon National Monument. Proposals outside the scope of the Lake Mary – Walnut Canyon MOU and Charter are not accepted.

Funding

Study projects are funded from a trust/financial account set up with the required one-time contribution of $100,000 from the City. Additional funding acquired by or allocated to the NPS or U.S. Forest Service for TAC-approved studies of the Lake Mary - Walnut Creek Watershed are managed by the receiving Agency and are available through separate agreements or contracts.

The trust/financial account is managed by an entity with no vested interest in the Lake Mary - Walnut Creek Watershed, and which does not directly benefit as a result of an association with any of the involved parties. The principle, interest, or dividends may be used for any aspect of study of the Lake Mary - Walnut Creek Watershed during the life of this agreement, as agreed by all parties. The TAC may seek alternative funding sources to assist in this effort.

By mutual agreement of the parties, TAC funds may be used to fund on-the-ground project implementation. These projects are approved and implemented by the responsible agency; contribution of funds by the TAC to the responsible agency requires a separate, fund-obligating agreement.

Oversight

Oversight of each approved study project is assigned to the appropriate City or Agency representative with the subject matter expertise. Oversight includes working with the proponent to acquire any necessary research permits or agreements, monitoring the proponent's work and delivery requirements, approving payments for work accomplished, and scheduling a formal presentation of the study findings to the TAC by the proponent.

Study Findings and TAC Recommendations
Presentation of TAC study findings and/or recommendations to the City and Agencies are made by the quorum. Recommendations may include action items or project proposals designed to address the study findings and/or technical information concerning any area of the Lake Mary - Walnut Creek Watershed. The Agency responsible for the affected area or the City, as appropriate, decides whether to implement TAC recommendations.

TERM AND MODIFICATION

The TAC is chartered for the term of the current MOU and subsequent modifications, as agreed and approved by all parties. During this term, the TAC will review the Charter at least bi-annually, and make recommendations to the City, the U.S. Forest Service and the NPS for changes to the Charter, as necessary. Any modifications to the Charter are effective upon written approval by all parties.

SIGNATURES

The parties hereto have executed this Attachment to the MOU as the Charter for the Technical Advisory Committee for the Lake Mary - Walnut Creek Watershed.

CITY OF FLAGSTAFF

_____

GERALD W. NABOURS DATE
Mayor

Approved as to form:

_____

Rosemary H. Rosales DATE
City Attorney

Attest:

_____

City Clerk Date

Lake Mary – Walnut Creek TAC Charter Signatures (Continued)

USDA FOREST SERVICE
COCONINO NATIONAL FOREST

M. Earl Stewart 18 Dec 2012

M. EARL STEWART DATE
Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

Elizabeth A. Vensel 12/18/2012

Elizabeth A. Vensel DATE
Grants Management Specialist

Lake Mary – Walnut Creek TAC Charter Signatures (Continued)

USDI NATIONAL PARK SERVICE
FLAGSTAFF AREA NATIONAL MONUMENTS

Diane Chung 12/14/12

DIANE CHUNG DATE
Superintendent

APPENDIX A:
Designated Lake Mary – Walnut Creek TAC Representatives

Primary and alternate representatives for each Party designated as follows:

City of Flagstaff

Primary Representative
Brad Hill
Utilities Director
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213-2420
Fax: 928.556-1223
Email: bhill@flagstaffaz.gov

Alternate Representative
Erin Young
Water Resources Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213.2405
Fax: 928-556-1223
Email: eyoung@flagstaffaz.gov

NPS, Flagstaff Area National Monuments

Primary Representative
Paul Whitefield, Natural Resource Specialist
NPS, Flagstaff Area National Monument
6400 N. Highway 89
Flagstaff, AZ 86004
Phone: 928.526.1157
Fax: 928.526.4259
Email: Paul_Whitefield@nps.gov

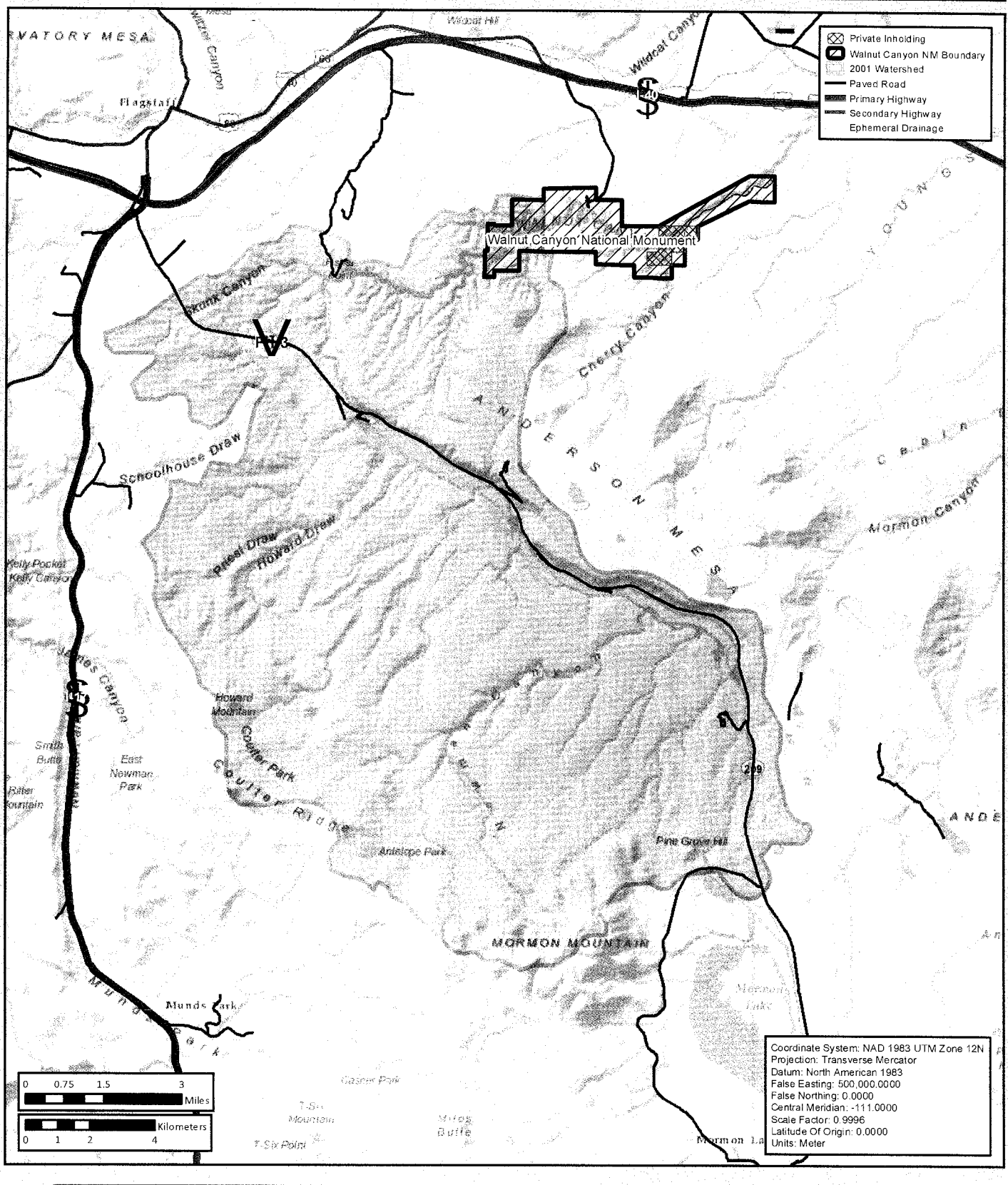
Alternate Representative
Lisa Leap, Chief of Resources
NPS, Flagstaff Area National Monument
6400 N. Highway 89
Flagstaff, AZ 86004
Phone: 928.526.1157
Fax: 928.526.4259
Email: Lisa_Leap@nps.gov

Coconino National Forest

Primary Representative
Rory Steinke, Watershed Program Manager
Coconino National Forest
Supervisor's Office
1824 S. Thompson Street
Flagstaff, AZ 86001
Phone: 928. 527.3451
Fax: 928. 527.3620
Email: rsteinke@fs.fed.us

Alternate Representative
Tom Runyon, Hydrologist
Flagstaff Ranger District
Coconino National Forest
5075 N. Hwy 89
Flagstaff, AZ 86004
Phone: 928.527.8246
Fax: 928. 527.8288
Email: tarunyon@fs.fed.us

Lake Mary - Walnut Creek Watershed



This map is a scanned and georeferenced version of the original Walnut Creek Watershed Map, attached as Figure 1 to the "Stipulation Between The City Of Flagstaff And The United States On Behalf Of The National Park Service And The Forest Service", under Civil No. 6417, "The General Adjudication Of All Rights To Use Water In The Little Colorado River System and Source", executed in the Superior Court of Arizona, Apache County.

Path: S:\GIS\gis_work\2012\WACA_2012\WACA_Watersheds_2012\Maps\WACA_Watershed_Agreement.mxd

Produced By: The Flagstaff Area National Monuments

MEMORANDUM OF UNDERSTANDING
between
CITY OF FLAGSTAFF, ARIZONA
USDA-FOREST SERVICE - COCONINO NATIONAL FOREST
NATIONAL PARK SERVICE - FLAGSTAFF AREA NATIONAL MONUMENTS
for
MANAGEMENT OF THE LAKE MARY - WALNUT CREEK WATERSHED, INCLUDING UPPER AND LOWER LAKE MARY

WHEREAS, The City of Flagstaff ("City"), Arizona, and the United States on Behalf of the Forest Service – Coconino National Forest ("U.S. Forest Service") and the National Park Service ("NPS") – Flagstaff Area National Monuments, (collectively, the "Parties") entered a Stipulation, finalized on December 10, 2001 and approved July 16, 2002 (Attachment A) as part of the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source (Civil No. 6417), (hereinafter, the "Stipulation"), and

WHEREAS, the Parties agreed in the Stipulation to identify best management practices consistent with municipal values and Amendment 17 (Flagstaff/Lake Mary Ecosystem Assessment) to the current Coconino National Forest Land and Resource Management Plan, and implement such practices where appropriate, and

WHEREAS, the Parties agreed in the Stipulation to evaluate methods that may increase the likelihood of flood flows and improve the inner-canyon environment in Walnut Canyon National Monument, and

WHEREAS, the Parties agreed that nothing contained in the Stipulation is construed to obligate or require the City to increase flood flows and improve the inner-canyon environment in Walnut Canyon National Monument, and

WHEREAS, the Parties agreed to cooperate in good faith regarding the objectives identified in the Stipulation, and

WHEREAS, the Parties agree this Memorandum of Understanding supersedes the previous Memorandum of Understanding, fully executed on September 2, 2003;

NOW THEREFORE, the Parties desire to cooperate as follows:

ARTICLE I: Purpose of the Agreement

This Memorandum of Understanding (MOU) provides the framework between the Parties to cooperate in continuing the function of the Technical Advisory Committee (TAC) established as

per MOU signed on September 2, 2003. The TAC is charged with developing and evaluating study proposals for the Lake Mary - Walnut Creek Watershed area, as defined under the Stipulation (see attached map at the end of this document). Such proposals should be designed to evaluate and implement, where appropriate, best management practices, reservoir modifications, and/or operational criteria to address the objectives addressed in paragraphs D3 and D4 of the Stipulation, consistent with municipal values and the management direction in the current Coconino National Forest Land and Resource Management Plan, as amended and until superseded by the Revised Coconino National Forest Land and Resource Management Plan, and the NPS General Management Plan for Walnut Canyon National Monument. Proposals will be recommended by the TAC, and may be implemented when approved by the Mayor and City Council of the City of Flagstaff, Forest Supervisor of the Coconino National Forest, and Superintendent of the Flagstaff Area National Monuments (NPS).

ARTICLE II: Statement of Work

The Parties agree to cooperate by:

1) Meet twice per year, or more often as needed, to further the objectives and actions identified in Article I.

2) Provide one representative (and one alternate) with education and/or experience in biology, ecology, hydrology, watershed management, utilities management, or civil engineering to serve on the TAC. Each representative will be designated in writing by the Party's appropriate signatory to this agreement.

3) Organize and conduct TAC business according to guidelines in the attached Charter. The Charter shall be effective when approved by the City Council and signed by the Mayor of the City of Flagstaff, the Forest Supervisor for Coconino National Forest, and the Superintendent of the Flagstaff Area National Monuments.

4) Share information or technical data regarding past, present, or future hydrology, reservoir operations, ecology, biota, environment, and land use within the Lake Mary - Walnut Creek Watershed.

5) Permit access by representatives of the other Parties to lands controlled within the Lake Mary - Walnut Creek Watershed by each Party provided prior reasonable notification is given.

ARTICLE III: Term of Agreement

This MOU shall become effective on the date of the last signature, and shall continue in full force and effect for 10 years. The MOU may be amended or modified upon written request of any of the Parties, and subsequent written concurrence of the others. Any of the Parties may terminate their involvement in this MOU at any time with a 60-day written notice to the others.

ARTICLE IV. Key Officials and Contacts

City of Flagstaff:

Mayor
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
(928)213-2015

Utilities Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
(928)213-2400

U.S. Forest Service:

Forest Supervisor
Coconino National Forest
1824 S Thompson Street
Flagstaff, Arizona 86001
(928)527-3600

Watershed Program Manager
Coconino National Forest
1824 S Thompson Street
Flagstaff, Arizona 86001
(928)527-3451

National Park Service:

Superintendent
Flagstaff Area National Monuments
6400 N. Highway 89
Flagstaff, Arizona 86004
(928)526-1157

Chief, Division of Resources Management
Flagstaff Area National Monuments
6400 N. Highway 89
Flagstaff, Arizona 86004
(928)526-1157

ARTICLE V. Mutually Agreed-Upon Clauses

1) The Parties and their respective agencies and offices will handle their own activities and utilize their own resources, including expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

2) The Parties agree that no activity under this agreement shall negate nor supersede any respective jurisdictional, regulatory, or permitting requirements.

3) Nothing in this MOU shall obligate the City of Flagstaff, the NPS, or the U.S. Forest Service to seek, transfer, or expend any funds or other resources other than those set forth in the Stipulation.

4) Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties require execution of separate agreements and is contingent upon the availability of funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of such separate agreements must comply with all applicable statutes and regulation.

5) This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any other party to this agreement, its agencies, its officers, or any person.

6) Any information furnished to the Parties under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552) and applicable State law.

7) Nothing in this MOU restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

8) This MOU shall be applicable to any successors and assigns of the City of Flagstaff's municipal water supply system.

9) The Parties do not assume liability for any third party claims for damages arising out of this agreement.

10) Any communications affecting the operations covered by this MOU given by the Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to each of the Parties at the address specified in the MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

11) Contributions by any of the Parties made under this MOU do not by direct reference or implication convey endorsement by the other Parties of the contributing Party's products or activities.

12) In order for any Party to use the insignia of the other Parties on any published media, such as a Web page, printed publication, or audiovisual production, written permission must be granted by the each Party's Office of Communication.

13) In accordance with Executive Order (E)) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned

vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

14) The Parties shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

15) The City shall immediately inform the U.S. Forest Service and the NPS if it or any of its principals are presently excluded, debarred or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of its principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service and the NPS without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

ARTICLE VI: Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the last date written below.

CITY OF FLAGSTAFF

_____

GERALD W. NABOURS Date
Mayor

Approved as to form:

_____

Rosemary H. Rosales Date
City Attorney

Attest:

_____

City Clerk Date

ARTICLE VI: Signatures (Continued)

USDA FOREST SERVICE
COCONINO NATIONAL FOREST

18 Dec 2012

M. EARL STEWART Date
Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

12/18/2012

Elizabeth A. Vensel Date
Grants Management Specialist

ARTICLE VI: Signatures (Continued)

USDI NATIONAL PARK SERVICE
FLAGSTAFF AREA NATIONAL MONUMENTS

Diane Chung 12/14/12
DIANE CHUNG Date
Superintendent

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Paul Summerfelt, Wildland Fire Manager

Date: 01/11/2013

Meeting Date: 01/15/2013

TITLE:

Consideration and Approval of Agreements: U.S. Forest Service - Coconino National Forest for Forest Bond #405 (*Flagstaff Watershed Protection Project*)

RECOMMENDED ACTION:

Approval of all three agreements with the USFS, listed below, to include signature by Mayor on each.

1. Memorandum of Understanding;
2. Master Participating Agreement; and
3. Memorandum of Understanding - Cooperating Agency Status

Policy Decision or Reason for Action:

These three separate agreements initiate, on US Forest Service lands, the planning, operational roll-out, and monitoring required to successfully implement passage of Forest Bond #405, approved by 73.6% of the voters in the November 2012 general election. Each has been under joint City-USFS development since the election. Specifically:

1. Memorandum of Understanding - this general over-arching agreement identifies the parties involved (City and USFS), fixes the two Priority Watersheds (Dry Lake Hills - Rio de Flag, and Lake Mary), limits focus to those activities needed to reduce wildfire threat and restore the forests (ex: thinning, debris disposal, etc), establishes general operating principles (communication, reporting, principal contacts, etc), and commits each party to work together to develop a five-year Action Plan, to include on-going review and periodic revisions as needed. All subsequent agreements with the USFS related to this project tier-off this agreement. This agreement is good for up to 10 years, the expected life of the overall project.
2. Master Participating Agreement - in addition to repeated items from the Memorandum of Understanding document (above), this agreement begins to spell-out financial responsibilities of each party, to include the fact that the City alone retains full authority to approve any and all use of city bond money to fund any and all activities related to this project. In addition, future site-specific activity agreements - Supplemental Project Agreements (SPAs) - are identified: these can be considered as Task Orders to conduct clearly identified and mutually-agreed upon actions. There will be numerous SPA's throughout the life of the bond project. This agreement is for up to five years, at which time a new Participating Agreement will be required (if necessary to complete all work related to the project.)
3. Memorandum of Understanding - Cooperating Agency Status - this agreement grants the City standing to fully sit with and participate with the USFS Inter-Disciplinary Team (IDT) during the required National Environmental Protection Act (NEPA) planning process. The agreement identifies the knowledge, skills, and abilities we will bring to that effort. As with the Master

Participating Agreement, some material is repeated from the Memorandum of Understanding document (above).

Financial Impact:

None of these three agreements obligates the City to expend any of the voter-approved $10 million bond funds. They simply set the framework for future obligation for specific activities through the Supplemental Project Agreements (SPAs) as outlined in the Master Participating Agreement - one of three in this packet of agreements.

The first set of SPAs will be developed later this spring, with subsequent development of new ones throughout the life of the project.

Connection to Council Goal:

Forest Bond #405 - Flagstaff Watershed Protection Project - intersects with the following Council Goals:

4. Complete Rio de Flag;
5. Retain, expand, and diversify economic base;
6. Complete Water Policy; and
11. Effective governance.

In addition, this project seeks to improve public safety by reducing the threat of destructive wildfire and its secondary effects, leverage our funds by engaging the public and key partners in addressing this threat, restore our forests, and ensure community well-being.

Has There Been Previous Council Decision on This:

In July 2012, Council approved this measure for the November 2012 general election ballot. The measure was subsequently approved by the voters with a 73.6% Yes vote. This is the first in a series of agreements Council will consider related to the implementation of this bond project.

Options and Alternatives:

1. Approve the agreements as written,
2. Approve one or two, and modify the remainder;
3. Modify all;
4. Reject all.

Background/History:

In July 2012, Council approved this measure for the November 2012 general election ballot. The measure was subsequently approved by the voters with a 73.6% Yes vote.

Key Considerations:

Of the roughly 11,000 acres of forest identified to be treated in the initial scoping of this project, nearly 8,000 acres is on USFS lands within the two (2) Priority Watersheds. These agreements are the initial springboard into making this bond issue an on-the-ground reality.

Expanded Financial Considerations:

The first set of SPAs will be developed later this spring, with subsequent development of new ones throughout the life of the project. Each of these agreements, not yet developed or approved, will obligate city funds.

Community Benefits and Considerations:

Several activities will occur concurrent with project planning, operations, and monitoring. These include:

1. Engagement of volunteers and students in project monitoring;
2. Development and application of cutting edge science regarding mixed conifer treatment options with NAU's Ecological Restoration Institute;
3. Collaboration with Greater Flagstaff Forests Partnership and the Four Forests Restoration Initiative;
4. Public participation in project scoping;
5. Tribal outreach efforts, and
6. Elevating this unique approach among regional and national audiences.

Community Involvement:

Adaptive Management - Opportunity to inform and influence decision making, project design, and treatment processes.

Expanded Options and Alternatives:

By engaging with the USFS and other partners in this effort, we have the ability to show other at-risk communities what can be done, the opportunity to help mold mixed-conifer science and resulting treatments that will come into play in other areas of the southwest US, and to leverage our actions in terms of securing additional funds to treat other at-risk sites in the area (State lands, 4FRI appropriations, etc).

Council Action:

Attachments: 405 MOU
405 PA
405 Coop Agency

Form Review

Inbox	Reviewed By	Date
Deputy Fire Chief	Jerry Bills	12/28/2012 04:19 PM
Purchasing Director	Rick Compau	12/31/2012 09:48 AM
Finance Director	Rick Tadder	01/02/2013 01:30 PM
Legal Assistant	Vicki Baker	01/02/2013 01:38 PM
Deputy City Attorney	Michelle D'Andrea	01/02/2013 01:57 PM
Fire Chief	Vicki Baker	01/02/2013 04:49 PM
Senior Assistant City Attorney DW	David Womochil	01/03/2013 10:26 AM
DCM - Josh Copley	Josh Copley	01/03/2013 10:55 AM

Form Started By: Paul Summerfelt Started On: 12/28/2012 02:52 PM

Final Approval Date: 01/11/2013

FS Agreement No. 13-MU-11030420-012
The City Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF FLAGSTAFF, ARIZONA
And The
USDA, FOREST SERVICE
COCONINO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Flagstaff, Arizona, hereinafter referred to as "The City," and the USDA, Forest Service, Coconino National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The health of the National Forest System lands in northern Arizona affects municipal water supplies, public safety and economic vitality of the City of Flagstaff and surrounding communities. Forest and watershed restoration activities can help reduce the threat of crown fires, flood volumes, sedimentation impacts and risk of future wildfires. The 2010 Schultz Fire in this area illustrates the very real threat and impact of unhealthy forest lands within the urban interface and watershed.

Title: Restoring forest and watershed health to protect The City municipal water supplies, reduce storm water impacts and maintain economic vitality.

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish a joint program to proactively improve the health and resiliency of forest and watershed in two key areas - the Dry Lake Hills within the Rio de Flag Watershed and the Lake Mary Watershed, hereinafter referred to as Priority Watersheds, in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service administers more than 1.8 million acres of National Forest System Lands in northern Arizona within the Coconino National Forest. Nearly 1 percent of these lands are within watersheds that contributes to public water supplies and impacts public safety and the economic vitality of the area. Management of the public lands for forest and watershed health is key to protecting the City from flooding and sedimentation, protecting public safety and providing high quality water for municipal uses. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest system) was to "secure favorable conditions of water flows."

The City of Flagstaff, Water Utility serves high-quality water and promotes its efficient use to thousands of City residents and businesses and millions of visitors each year. The City's Water Utility is funded by water rates, tap fees and grants.

To achieve mutual benefits in the Priority Watersheds, the parties agree to work together to:

a. Design projects for future implementation and monitoring, such as forest thinning, debris disposal, prescribed fire, tree planting, riparian vegetation improvements, stream, spring and channel restoration, road decommissioning, road improvements, and other forest and watershed health treatments on National Forest System lands with the Priority Watersheds;
b. Develop and update annually a 5-year Action Plan that specifies treatment zones and planned activities within each Priority Watershed, target accomplishments and funding commitments in accordance with the Provision V. E. below;
c. Support the creation and continued refinement of assessments and treatment effects to determine which areas and treatments will have the greatest benefit for protecting the municipal water supplies and minimizing flood risk; and restoring forests.
d. Coordinate with other parties to provide education, technical and financial incentives to facilitate forest and watershed treatments on non-federal lands within the Priority Watershed to complement the work conducted on National Forest System (NFS) lands;
e. Engage other partners to leverage additional funding and support; and
f. Develop a shared communications and media campaign to increase public awareness and understanding of:
    - The importance of forest health for municipal water supplies, flood control, and public safety; and
    - The environmental and economic benefits of a proactive approach to restoring forest and watershed health.

In consideration of the above premises, the parties agree as follows:

III. THE CITY SHALL:

A. Support projects in the Priority Watersheds, as applicable and if funding is available, through a separate Agreement. Any City funds will be directed to the mutually agreed-upon priorities as identified in the 5-year Action Plan.
B. Participate in routine and regular planning and evaluation meetings with the U.S. Forest Service regarding implementation of this MOU and implementation of MOU #13-MU-11030408-016, which grants The City Cooperating Agency status for the environmental assessment and evaluation processes associated with project work within the Priority Watersheds.
C. Participate in a joint formal review of the status, effectiveness and continued need for this MOU at the mid-point (5 year) of the 10 year term of the agreement.
D. Participate in public outreach efforts or meetings with the U.S. Forest Service regarding this MOU or implementation of this MOU.

IV. THE U.S. FOREST SERVICE SHALL:

A. Meet requirements to oversee and administer all work conducted on National Forest System land within the Coconino National Forest boundaries, including conducting planning and survey work needed to ensure all activities meet all applicable laws and regulations.
B. Participate in routine and regular planning and evaluation meetings with The City regarding implementation of this MOU and implementation of MOU #13-MU-11030408-016, which grants The City Cooperating Agency status for the environmental assessment and evaluation processes associated with project work within the Priority Watersheds.
C. Participate in a joint formal review of the status, effectiveness and continued need for this MOU at the mid-point (5 year) of the 10 year term of the agreement.
D. Participate in public outreach efforts or meetings with The City regarding this MOU or implementation of this MOU.
E. Identify project work approved under the Four Forest Restoration Initiative (4FRI) or other Forest Service initiatives that can be accelerated if City funds are available and could help achieve economies of scale.
F. Identify forest and watershed improvement projects throughout the Priority Watersheds to complement City-funded treatments, as federal funding allows.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

City Program Manager Contact	City Administrative Contact
Paul Summerfelt Wildland Fire Management Officer City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2509 FAX: 928.213.2599 Email: psummerfelt@flagstaffaz.gov	Stacey Brechler-Knaggs Grants Manager City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2227 FAX: 928.779.7656 Email: sknaggs@flagstaffaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Mike Elson District Ranger Coconino NF, Flagstaff Ranger District 5075 N Highway 89 Flagstaff, AZ 86004 Phone: 928.526.0866 FAX: 928.527.8288 Email: mtelson@fs.fed.us	Elizabeth Vensel Grants Management Specialist Coconino NF, Supervisor's Office 1824 S Thompson Street Flagstaff, AZ 86001-2693 Phone: 928.527.3561 FAX: 928.527.3620 Email: evensel@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The City is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To The City Program Manager, at The City Program Manager's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of the City's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities, and does not by direct reference or implication convey The City's endorsement of the U.S. Forest Service's products or activities.

E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other

resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

G. USE OF THE CITY INSIGNIA In order for the U.S. Forest Service to use The City's insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from The City Program Manager. A written request must be submitted and approval granted in writing by The City Program Manager prior to use of the insignia.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official

Government business or when performing any work for or on behalf of the Government.

K. PUBLIC NOTICES. It is the U.S. Forest Service's and City's policy to inform the public as fully as possible of its programs and activities. The U.S. Forest Service and The City are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"U.S. Forest Service, Department of Agriculture, Coconino National Forest and the City of Flagstaff are working together to improve the health of the watersheds..... ."

The City and the U.S. Forest Service may call on or coordinate with each other's Public Affairs/Information Office regarding public notices. The City and the U.S. Forest Service are requested to provide copies of notices or announcements to the other's Program Manager and their respective Public Affairs/Information Office as far in advance of release as possible.

L. U.S. FOREST SERVICE AND THE CITY ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The U.S. Forest Service and The City shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

O. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 10 years from the date of last signature, at which time the Parties will assess the need to extend this agreement through a properly executed modification and justification, or it will expire.

R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

_____

GERALD W. NABOURS, Mayor Date
City of Flagstaff, Arizona

Attest:

_____

Elizabeth A. Burke, City Clerk Date

Approved as to form:

_____

Rosemary H. Rosales, City Attorney Date

M. EARL STEWART, Forest Supervisor — Date
U.S. Forest Service, Coconino National Forest

The authority and format of this agreement have been reviewed and approved for signature.

Elizabeth A. Vensel — 12/21/2012
Elizabeth A. Vensel — Date
U.S. Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 13-PA-110304213-013
Cooperator Agreement No.

MASTER PARTICIPATING AGREEMENT Between The CITY OF FLAGSTAFF And The USDA, FOREST SERVICE COCONINO NATIONAL FOREST

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the City of Flagstaff, hereinafter referred to as "The City," and the USDA, Forest Service, Coconino National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001; Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001; and Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 ad amended by Publ. L. 104-127).

Background: Per the Memorandum of Understanding, 13-MU-11030420-012 (MOU), the U.S. Forest Service and the City agreed to work together to proactively improve the health and resiliency of forests and watersheds critical for providing and delivering water to the City and its customers, protect the City from flooding and sedimentation, protect public safety and provide for the economic vitality of the City and surrounding areas. Under the MOU, the U.S. Forest Service and the City agreed to develop and update annually a 5 year Action Plan to identify and prioritize joint projects in the Dry Lake Hills portion of the Rio de Flag Watershed and the Lake Mary Watershed, hereinafter referred to as Priority Watersheds, for 2013-2018.

This Participating Agreement, with an additional collection authority, allows for cooperative implementation of approved projects to meet our mutual goals, using both City and Forest Service resources, and for collection of City funds, as needed and approved, in support of the projects identified in the 5-year Action Plan.

Title: Project participation and implementation in support of the USFS Coconino National Forest and the City of Flagstaff Memorandum of Understanding 13-MU-11030420-012

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to conduct forest treatments on National Forest System (NFS) lands within the Priority

Watersheds. The City and U.S. Forest Service resources will be contributed toward implementation of projects identified in the jointly-developed 5 year Action Plan and subsequent Annual Action Plan documents. City funds collected will be directed to the mutually agreed-upon projects in the specific area/project as included in the annually negotiated Annual Action Plans, in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The U.S. Forest Service administers more than 1.8 million acres of National Forest System Lands in northern Arizona within the Coconino National Forest. Nearly 1% percent of these lands are within Priority Watersheds that contributes to public water supplies and impacts public safety and the economic vitality of the area. Management of the public lands for forest and watershed health is key to protecting the City from flooding and sedimentation, protecting public safety and providing high quality water for municipal uses. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest system) was to "secure favorable conditions of water flows."

The City of Flagstaff, Water Utility serves high-quality water and promotes its efficient use to thousands of City residents and businesses and millions of visitors each year. The City's Water Utility is funded by water rates, tap fees and grants. In addition, the City funds a Wildland Fire Management organization within the City's Fire Department to manage City forested lands, contribute to the protection and management of these lands, and contribute to fire and land management activities on federal and non-federal lands as appropriate and requested.

To achieve mutual benefits in the Priority Watersheds, the parties agree to work together to:

a. Conduct forest thinning, debris disposal, prescribed fire, tree planting, riparian vegetation improvements, stream, spring and channel restoration, road decommissioning, road improvements, and other forest and watershed health treatments on National Forest System lands with the Priority Watersheds;
b. Develop and update annually a 5-year Action Plan and subsequent Annual Action Plans to specify treatment zones and planned activities within each Priority Watershed, target accomplishments and funding commitments in accordance with the Provision V. C. below;
c. Support the creation and continued refinement of assessments to determine which areas and treatments will have the greatest benefit for protecting the municipal water supplies and minimizing flood risk;

d. Coordinate with other partners to provide education, technical and financial incentives to facilitate forest and watershed treatments on non-federal lands within the Priority Watershed to complement the work conducted on federal lands;
e. Engage other partners to leverage additional funding and support; and
f. Develop a shared communications and media campaign to increase public awareness and understanding of:
   - The importance of forest health for municipal water supplies, flood control, and public safety; and
   - The environmental and economic benefits of a proactive approach to restoring forest and watershed health.
   - Project plans, status, accomplishments, effects and "Lessons Learned" resulting from this shared effort

In consideration of the above premises, the parties agree as follows:

III. THE CITY SHALL:

A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Contribute funds or resources for specific projects approved for cooperative implementation by The City, as mutually agreed and outlined in SPAs.

C. Collaborate with the U.S. Forest Service to provide a written Joint Annual Report to the City Council and Forest Supervisor of cumulative and annual accomplishments, status of projects in progress and future planned projects with photographs, suitable for publication and/or news release. The Report should include any changes in scope, budget, goals, objectives and schedule as appropriate.

D. Present the Joint Annual Report to the City Council, Forest Supervisor and public, as requested.

E. Meet at least annually with the U.S. Forest Service to update the 5-year Action plan, review progress and select priority projects for implementation under the Annual Action Plan for the following year.

IV. THE U.S. FOREST SERVICE SHALL:

A. Contribute funds or resources for specific projects approved for cooperative implementation by the U.S. Forest Service, as mutually agreed and outlined in SPAs.

B. Collaborate with The City to provide a written Joint Annual Report to the City Council and Forest Supervisor of cumulative and annual accomplishments, status of projects in progress and future planned projects with photographs, suitable for publication and/or news release. The Report should include any changes in scope, budget, goals, objectives and schedule as appropriate.

C. Present the Joint Annual Report to the City Council, Forest Supervisor and public, as requested.

D. Meet at least annually with The City to update the 5-year Action plan, review progress and select priority projects for implementation under the Annual Action Plan for the following year.

E. Recognize The City has sole responsibility and authority to approve use of City bond funds for any and all activities and expenditures related to this agreement.

F. Provide all necessary and requested documentation of expenditure of City bond funds in the detail and format required by The City for billing and audit purposes for each SPA.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

City Project Manager Contact	City Administrative Contact
Paul Summerfelt Wildland Fire Management Officer City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2509 FAX: 928.213.2599 Email: psummerfelt@flagstaffaz.gov	Stacey Brechler-Knaggs Grants Manager City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2227 FAX: 928.779.7656 Email: sknaggs@flagstaffaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Mike Elson, District Ranger Coconino NF, Flagstaff Ranger District 5075 N Highway 89 Flagstaff, AZ 86004- Phone: 928.526.0688 FAX: 928.527.8255 Email: mtelson@fs.fed.us	Elizabeth Vensel Grants Management Specialist Coconino NF, Supervisor's Office 1824 S Thompson Street Flagstaff, AZ 86001-2693 Phone: 928.527.3561 FAX: 928.527.3620 Email: evensel@fs.fed.us

B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.

D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To The City, at The City's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.

F. ENDORSEMENT. Any of The City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities, and does not by direct reference or implication convey The City's endoresement of the U.S. Forest Service's products or activities.

G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

H. USE OF THE CITY INSIGNIA In order for the U.S. Forest Service to use The City's insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from The City Program Manager. A written request must be submitted and approval granted in writing by The City Program Manager prior to use of the insignia.

I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The City agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as The City hereby willingly agree(s) to assume these responsibilities.

Further, The City shall provide any necessary training to The City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

K. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

L. ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations

regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The City shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The City shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

N. AGREEMENT CLOSEOUT. The City shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to The City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. PROGRAM PERFORMANCE REPORTS. The City and U.S. Forest Service shall jointly monitor the performance of the agreement activities to ensure that performance goals are being achieved, and submit a Joint Annual Report to The City and Forest Supervisor, as above.

Joint Annual Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The City shall submit jointly (U.S. Forest Service and The City) prepared annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with The City's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

The City shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

S. PUBLIC NOTICES. It is the U.S. Forest Service's and The City's policy to inform the public as fully as possible of its programs and activities. The City are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

> "Coconino National Forest of the U.S. Forest Service, Department of Agriculture and the City of Flagstaff are working together to improve watershed conditions and protect the water supply for the City of Flagstaff residents, businesses and visitors...."

The City and the U.S. Forest Service may call on or coordinate with each other's Public Affairs/Information Office regarding public notices. The City and the U.S. Forest Service are requested to provide copies of notices or announcements to the other's Program Manager and their respective Public Affairs/Information Office as far in advance of release as possible.

T. U.S. FOREST SERVICE FUNDING OF EQUIPMENT. Federal funding under this agreement is not available for reimbursement of The City's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

U. THE CITY FUNDING OF EQUIPMENT. City funding under this agreement is not available for reimbursement of U.S. Forest Service's purchase of equipment as per The City's definition of equipment, unless this agreement is modified to allow such purchase. Supplies are those items that are not equipment.

V. PROPERTY IMPROVEMENTS. Improvements placed by The City on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements. No part of this agreement entitles The City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following The City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The City must maintain cost and price analysis documentation for potential U.S Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500

X. GOVERNMENT-FURNISHED PROPERTY. The City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The City shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, The City shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
    a. The risk is covered by insurance or The City is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
    b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The City's managerial personnel. The City's managerial personnel, in this clause, means The City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The City's business; all or substantially all of The City's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The City shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The City shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the Grants & Agreements Specialist, The City shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

Y. OFFSETS, CLAIMS and RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

Z. U.S. FOREST SERVICE AND THE CITY ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge the other's support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the The City or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for The City's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and The City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by The City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Services determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, The City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to The City for the United States Federal share of the non-cancelable obligations properly incurred by The City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

EE. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue

delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

FF. COPYRIGHTING. The City are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit making venture.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by The City under this agreement.
- Any right of copyright to which The City purchase(s) ownership with any federal contributions.

GG. PUBLICATION SALE. The City may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

HH. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.

II. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 5 years from the date of last signature, at which time it will expire.

KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

GERALD W. NABOURS, Mayor — Date
City of Flagstaff, Arizona

Attest:

Elizabeth A. Burke, City Clerk — Date

Approved as to form:

Rosemary H. Rosales, City Attorney — Date

M. EARL STEWART, Forest Supervisor — Date
U.S. Forest Service, Coconino National Forest

The authority and format of this agreement have been reviewed and approved for signature.

12/21/2012

Elizabeth A. Vensel — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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FS Agreement No. 13-MU-11030408-016
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF FLAGSTAFF, ARIZONA
And The
USDA, FOREST SERVICE
COCONINO NATIONAL FOREST
TO GRANT COOPERATING AGENCY STATUS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Flagstaff, Arizona, hereinafter referred to as "The City," and the USDA, Forest Service, Coconino National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: During the November 2012 elections, residents of Flagstaff, AZ approved a $10 million bond to support forest restoration work on the Coconino National Forest and State of Arizona lands. This is one of only a handful of examples in the country where forest restoration work on the National Forests is being funded by a municipality. The Coconino National Forest, which surrounds Flagstaff, has invested considerable energy and resources in restoring forest ecosystems and reducing fire danger over the past decade, including treatment of hundreds of thousands of acres. Likewise, the City of Flagstaff has worked pro-actively with various partnerships (ex. Greater Flagstaff Forests Partnership) and partnered with land management agencies for years to reduce fire danger, restore forest health, and protect the community at large.

Despite these efforts, however, the experience of the Schultz Fire in 2010 demonstrated the potential for severe downstream impacts even when residential areas are spared from the fire itself. Following the Schultz Fire, severe and repeated flooding occurred in unincorporated neighborhoods just outside Flagstaff city limits, causing tens of millions of dollars of damage to infrastructure and private property. Projections indicate that a wildfire on the steep slopes above Flagstaff could cause similar impacts to large portions of the City of Flagstaff, and that a wildfire on the steep slopes of Mormon Mountain could severely degrade the Lake Mary Reservoir, potentially rendering 50% of the city's water supply unsuitable. These areas have not been adequately addressed in the past due to several complicating factors, including steep and rocky terrain, wildlife and social concerns, and economic infeasibility due to low timber value and the costs of extraction. The $10 million bond provides an opportunity to work collectively on a solution to address these difficult but crucial areas affecting the City of Flagstaff.

This MOU tiers to the City of Flagstaff and the USDA Forest Service MOU (FS Agreement No. 12-MU-11030420-039), which documents the cooperation between both parties to establish a joint program to proactively improve the health and resiliency of the Dry Lake Hills portion of the Rio de Flag Watershed, and the Lake Mary Watershed.

Cooperating Agency status will extend to the environmental planning effort within the aforementioned watersheds, herein referred to as "the Flagstaff Watershed Protection Project."

Title: Granting the City of Flagstaff (The City) Cooperating Agency status to jointly analyze treatment methods and options for reducing wildfire risk and subsequent flooding within the Dry Lake Hills portion of the Rio de Flag Watershed and the Lake Mary Watershed.

I. **PURPOSE:** The purpose of this MOU is to grant The City cooperating agency status, and also to document the cooperation between the parties to work together through the environmental planning process to achieve a shared goal of reducing the risk of unnatural, high-severity wildfire and subsequent flooding in the Dry Lake Hills portion of the Rio de Flag Watershed and the Lake Mary Watershed in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

To achieve mutual benefits in the Rio de Flag and Lake Mary Watersheds, the parties agree to work together to:

A. Cooperate to help achieve better outcomes while ensuring each agency's key mandates and legal requirements are adequately and appropriately met.
B. Communicate openly and provide a conduit for the timely exchange of information.
C. Provide a framework to fully consider the physical, biological, social, economic, and cultural impacts of the Flagstaff Watershed Protection project.
D. Resolve conflicts at the lowest administrative level without having to resort to judicial review.
E. Conduct a periodic review of this MOU for evaluation of its effectiveness.

In consideration of the above premises, the parties agree as follows:

III. THE CITY OF FLAGSTAFF SHALL:

A. Participate early in the National Environmental Policy Act (NEPA) process as a member of the Interdisciplinary Team (IDT) and to make meaningful and timely input regarding impacts to Flagstaff residents and infrastructure from activities proposed for the Flagstaff Watershed Protection project.

B. Provide special expertise, comments and City input during the planning process, including by not limited to fire management, hydrology and storm water, monitoring information and data (social, economic, ecological), public affairs, inventories, city tax issues, and past actions on non-federal lands in the area. The City will provide at any time any other background information about the City's cultural, economic, and natural resources that The City believes are useful.

C. Coordinate public involvement efforts with the Forest Service so as to provide a unified approach and to effectively inform the public on potential actions and their effects.

D. Recognize the Forest Service as the sole decision maker for all actions proposed on the National Forest.

IV. THE U.S. FOREST SERVICE SHALL:

A. Retain its sole and ultimate decision-making authority regarding the use of National Forest System lands, using the analysis completed during the course of NEPA planning efforts and associated supporting records as the basis for making the decision.

B. Provide timely notification of Interdisciplinary Team (IDT) meetings and field trips to the appointed City representative.

C. Identify any requirements necessary for compliance with the Coconino Land and Resource Management Plan (1987, as amended or revised) or to amend the Forest Plan as needed.

D. Be responsible for the preparation, quality, and content of environmental documents. As lead agency, the U.S. Forest Service retains final responsibility for the content of all planning and NEPA documents, which include the scoping letter, analysis document, and determination of environmental impacts. The U.S. Forest Service's responsibilities include determining the purpose of and need for the project, developing the proposed action, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. The U.S. Forest Service will also be responsible for completing Endangered Species Act and National Historic Preservation Act compliance.

E. Provide opportunities for The City to review and comment on environmental analysis documents, schedules, and plans prior to public release.

F. Consider, to the maximum extent possible and incorporate as appropriate, the information provided by The City into the appropriate analysis documents.

G. Notify The City of any public notices made by the U.S. Forest Service pertaining to the project. To the fullest extent consistent with its responsibilities as lead agency, the U.S. Forest Service will consider the comments, recommendations, data, and/or analyses provided by the Cooperators in the NEPA planning process, giving particular consideration to those topics on which the Cooperators are acknowledged to possess jurisdiction by law or special expertise.

H. Keep The City apprised of the project schedule and provide an updated schedule as it becomes available.

I. Coordinate with The City on public involvement efforts and during implementation of actions authorized under previous NEPA decisions and the Flagstaff Watershed Protection Project planning effort.

J. Documenting disagreement or inconsistency: Where the U.S. Forest Service and The City disagree on substantive elements of the analysis document (such as the designation of the alternatives to be analyzed or the analysis of effects), and these disagreements cannot be resolved, the U.S. Forest Service will include a summary of The City's views in the project record. The U.S. Forest Service will also describe substantial inconsistencies between its proposed action and the objectives of state, local, or tribal use plans and policies.

V. JOINT RESPONSIBILITIES

A. The parties agree to use their best efforts to meet the time frames established in the agreement, to work cooperatively, and to resolve differences as quickly as possible.

B. This agreement in no way restricts the Forest Service or The City from participating in similar activities with other public or private agencies, organizations, or individuals.

C. The U.S. Forest Service and The City and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

D. Management of information and records:
   a. Any records or documents generated as a result of this MOU shall become part of the official U.S. Forest Service record maintained in accordance with applicable U.S. Forest Service Records Management Policies. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties must be determined by the U.S. Forest Service based on applicable laws, including the FOIA and the Privacy Act.
   b. The City acknowledges that all supporting materials and draft documents used in the preparation of any NEPA planning associated with this MOU may become part of the U.S. Forest Service project record case file.
   c. Press inquiries on the proposed actions and environmental analysis process should be referred to the U.S. Forest Service. Press inquiries on The City's role in the process would be answered by The City's officials. The City agrees to advise the U.S. Forest Service of press inquiries either before or soon after contact with the press.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal City Contacts:

City Program Manager	City Administrative Contact
Paul Summerfelt Wildland Fire Management Officer City of Flagstaff 211 W. Aspen Flagstaff, AZ 86001 Telephone: 928-213-2509 FAX: 928-213-2599 Email: psummerfelt@flagstaffaz.gov	Stacey Brechler-Knaggs Grants Manager City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Telephone: 928-213-2227 FAX: 928-779-7656 Email: sknaggs@flagstaffaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Erin Phelps Planning Lead Coconino NF, Flagstaff Ranger District 5075 N Hwy 89 Flagstaff, AZ 86004 Telephone: 928-527-8240 FAX: 928-527-8288 Email: ephelps@fs.fed.us	Elizabeth Vensel, Grants Management Specialist Coconino NF, Supervisor's Office 1824 S Thompson Street Flagstaff, AZ 8600-2693 Telephone: 928-527-3561 FAX: 928-527-3620 Email: evensel@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The City is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the City Program Manager, at The City's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of The City's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities, and does not by direct reference or implication convey The City's endorsement of the U.S. Forest Service's products or activities.

E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

G. USE OF THE CITY INSIGNIA. In order for the U.S. Forest Service to use The City insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from The City's Program Manager. A writer request must be submitted and approval granted in writing prior to the use of the insignia.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

K. PUBLIC NOTICES. It is the U.S. Forest Service's and The City's policies to inform the public as fully as possible of its programs and activities. The U.S. Forest Service and The City are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Coconino National Forest of the U.S. Forest Service, Department of Agriculture, and the City of Flagstaff are working together to improve the health of the watersheds..."

The U.S. Forest Service and The City may call on or coordinate with each other's Public Affairs/Information Office regarding public notices. The U.S. Forest Service and The City are requested to provide copies of notices or announcements to the other's Program Manager and their respective Public Affairs/Information Office as far in advance of release as possible.

L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The U.S. Forest Service and The City shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> ***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> **To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

> ***"This institution is an equal opportunity provider."***

N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

O. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through three (3) years from the date of last signature, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

GERALD W. NABOURS, Mayor — Date
City of Flagstaff, Arizona

Attest:

Elizabeth A. Burke, City Clerk — Date

Approved as to form:

Rosemary H. Rosales, City Attorney — Date

M. EARL STEWART, Forest Supervisor — Date
U.S. Forest Service, Coconino National Forest

The authority and format of this agreement have been reviewed and approved for signature.

Elizabeth A. Vensel — 12/31/2012
Elizabeth A. Vensel — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Valerie Hernandez, Communications Manager

Date: 01/11/2013

Meeting Date: 01/15/2013

TITLE:

Consideration and Approval of Agreement: Between the City of Flagstaff and the High Country Fire Rescue for dispatch services.

RECOMMENDED ACTION:

Approve the agreement for dispatching services between the City of Flagstaff and the High Country Fire Rescue Fire Department.

Policy Decision or Reason for Action:

The City of Flagstaff, acting through the Police Department, has negotiated an agreement to provide dispatching services to the High Country Fire Rescue Department. This will be a five (5) year contract with payment to the City of Flagstaff based on the currenlty utilized cost per call format. Approval of this agreement will continue to enhance inter-agency collaboration, information sharing via direct radio contact and more timely interoperability between the High Country Fire Rescue Department and the Flagstaff Communications & 911 Center. High Country Fire Rescue is located in the Red Lake area off of State Route Hwy 64 in Coconino County. Interactive fire and medical communications will benefit both parties through direct radio communications thus avoiding time delays in the relay of emergency information. The Coconino County Sheriff's Office is the local law enforcement agency dispatched out of the Flagstaff Communications & 911 Center.

Financial Impact:

Approval of this agreement will establish cost recovery for the indirect and direct costs based on the currently utilized cost per call format.

Connection to Council Goal:

Public Safety: By approving this agreement, the High Country Fire Rescue Department will be dispatched consistently along with the other rural fire departments currently served by this Communications Center, their 911 public safety answering point (PSAP). This change ensures direct communication between the responding fire/medical units and the dispatch center by providing direct radio information relays rather than by telephone to a second party. We currently do not track High Country Fire Rescue units. Dispatching High Country Fire Rescue will enable prompt, efficient and effective responses by emergency personnel as a result of 911 calls from the community.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

The Council can choose to accept the agreement or reject it.

Background/History:

On August 28, 2008 High Country Fire Rescue was formed. Previously, the Red Lake area of State Route Hwy 64 lacked Fire services. Volunteers, with their own money, purchased a Fire Engine and Rescue Squad to provide Fire and EMS servcies to the communities of Red Lake, Howard Mesa, Four Hills and Valle. High Country Fire Rescue is a non-profit private fire department which operates from donations and subscriptions from members of the community. Forming the area into a fire district is the main goal after the completion of High Country Fire Rescue Fire Station on State Route Hwy 64 at mile post 192 in December 2012. The current dispatching service is being completed by telephone. Currently, the Flagstaff Communications & 911 dispatcher calls High Country Fire Rescue (HCFR) to make notification of a call for service. All information gathered is given via telephone to the volunteer dispatcher. When the incident information is given to the volunteer, they pass along the information to the responding units via radio. The fire units currently do not have direct access to this Communications Center. They must contact their dispatcher who then calls the Communications Center if they need assistance with a deputy or to relay any information regarding their call for service. This is not a timely way to conduct business or best for the customer requesting assistance. The development of this contract is based on the expansion of their radio system that will enable High Country Fire Rescue to reach the Flagstaff Communications & 911 center from the Red Lake area.

Key Considerations:

The approval of this intergovernmental agreement will provide streamlined, direct and consistent dispatch services as outlined and financial recovery based on a cost per call basis. This change ensures direct and interoperative communication between the responding fire and medical units and the dispatch center by providing direct radio information relays rather than by telephone to a second party.

We currently do not track High Country Fire Rescue's units after they have been dispatched on a call for service due to their current radio system configuration. This radio system update accompanied by this intergovernmental agreement will now allow timely and consistent toning and tracking of High Country Fire Rescue's emergency response units.

Expanded Financial Considerations:

This intergovernmental agreement provides for payment based on a cost per call basis and will assist in offsetting the cost of operating the Communications Center. The 2013 projected cost to High Country Fire Rescue will be $6,520.50 This number is based on the actual calls for service to HCFR in 2011.

Community Benefits and Considerations:

The approval of this intergovernmental agreement provides a continued positive relationship with the High Country Fire Rescue Department that enables quick, efficient and effective responses of fire and emergency personnel as a result of 911 calls from the individuals, citizens and community members within their region. By dispatching directly to the necessary units, it will eliminate the need for a second party to relay information and the potential for the loss of information in that translation. Approval of this intergovernmental agreement will make the High Country Fire District a fully active member of the Communications User Group allowing them to provide input and feedback to the center on procedures and policies related to best practices.

Community Involvement:

Collaborate

Expanded Options and Alternatives:

Approval of this intergovernmental agreement allows direct communication/dispatch interoperability with the High Country Fire Rescue. Disapproval will eliminate a direct contract with the field units and will require that we continue to use a second party to pass along fire and medical information.

Council Action:

Attachments: City of Flagstaff - High Country Fire Rescue IGA

Form Review

Inbox	Reviewed By	Date
Purchasing Director	Rick Compau	12/31/2012 10:06 AM
Finance Director	Rick Tadder	01/02/2013 01:42 PM
Legal Assistant	Vicki Baker	01/02/2013 01:43 PM
Senior Assistant City Attorney JS	James Speed	01/03/2013 07:48 AM
DCM - Josh Copley	Josh Copley	01/03/2013 10:55 AM
Form Started By: Valerie Hernandez		Started On: 12/27/2012 02:15 PM

Final Approval Date: 01/11/2013

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

AGREEMENT
FOR DISPATCH SERVICES

between

City of Flagstaff
and
High Country Fire-Rescue

This agreement for dispatch services ("Agreement") is entered into this __ of ____, 2012, between the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department ("FPD") and High Country Fire-Rescue ("HCFR"), a non-profit corporation, with a domestic address of PO Box 418, 6593 High Country Lane, Williams AZ 86046.

RECITALS

A. The City, through the FPD, operates, manages and maintains a dispatching facility which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Administrative Facility. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.

B. HCFR, desires that the City, through the FPD, provide emergency dispatching for all calls for service occurring within the response area of the High Country Fire-Rescue district. The City agrees to provide such services to HCFR, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

This Agreement shall become effective on January 1, 2013 at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue until June 30, 2017 at 2359 hours.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to HCFR, twenty-

four (24) hours a day, seven (7) days a week as follows:

2.1 The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to HCFR include: location of events utilizing cross streets; addresses and varied map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene and other fire service benchmark times as available.

2.2 If requested by HCFR, the FPD will provide summary listings to HCFR of call data by month, quarter or year as generated by the CAD system.

2.3 The FPD will record all HCFR radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to HCFR in a timely manner on standard compact disc.

2.4 The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality

2.5 All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. High Country Fire-Rescue Obligations

3.1 HCFR agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, HCFR agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.

3.2 HCFR agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of fire dispatching for HCFR, if agreed upon by both parties, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for HCFR.

3.3 HCFR agrees to pay the City fees for services in quarterly payments within thirty (30) days following invoicing at the end of each quarter. Fees and costs associated with the City's provision of dispatch services to HCFR will be based upon HCFR's dispatched calls for service as a percentage of the dispatch center's total calls for service plus a calculation for capital replacement and indirect costs. That percentage will be used to calculate fees based upon the total cost to the City for operating the dispatch center. Fees will be based upon the prior fiscal year budget and actual calls for service for the period being billed.

3.3.1 A call for service shall be defined as any call where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

4. Termination

4.1 Either party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2 In the event of termination of this Agreement by HCFR, or by the City under Section 4.3, HCFR shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to HCFR.

4.3 The City shall also have the right to terminate this Agreement upon written notice to HCFR in the event HCFR fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

5. Liability and Indemnification

5.1 The City, the FPD and their officials, employees and agents, shall not be liable for damages to HCFR or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of HCFR to submit correct and complete data to the FPD or the failure of HCFR to provide or maintain equipment as set forth in Section 3.1.

5.2 The City, the FPD and their agents, officials and employees, shall not be liable to HCFR for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the City, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the City.

5.3 HCFR agrees to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of HCFR, their employees, agents or contractors under this Agreement, including, but not limited to, HCFR's failure to submit correct and complete data to the FPD or the failure of HCFR to provide and maintain equipment as set forth in Section 3.1. HCFR's obligations under this indemnity provision shall survive any termination of this Agreement.

5.4 Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend HCFR, and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as

a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6. Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and 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, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.

6.2 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's 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.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to High Country Fire-Rescue:

Mary Kasel
High Country Fire-Rescue
9663 North Stagecoach Drive
Williams, Arizona 86046

Copy to:

Chief of Police
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, Arizona 86001

8. General Provisions

8.1 Maintenance. Maintenance of the FPD dispatch center and all on-premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.

8.2 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the City and HCFR agree that they shall retain sole responsibility and authority over their respective employees.

8.3 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

8.4 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.

8.5 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.6 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the Parties that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Parties or any subconsultant who works on this Agreement to ensure compliance with this warranty.

8.6.1 A Party may conduct random verification of the employment records of the other Parties, and any of its subconsultants to ensure compliance with this warranty.

8.6.2 A Party will not consider the other Parties or any of their subconsultants in material breach of the foregoing warranty if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

8.6.3 The provisions of this Article must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract. As used, "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.

8.7 Prohibition of Doing Business with Sudan and Iran. Pursuant to A.R.S. §§35-391.06 and 35-393-06, each Party hereby certifies to the other Parties that the certifying Party does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. The Parties acknowledge that, in the event either of the certifications to a Party by the other Parties contained in this paragraph is determined to be false, this Agreement may be terminated and the terminating Parties may exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Flagstaff	**High Country Fire-Rescue**
Gerald W. Nabours, Mayor	Mary Kasel, Statutory Agent
Attest:	Attest:
City Clerk	
Approved as to form:	
City Attorney	

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Holmes, PW Project Manager
Date:	01/11/2013
Meeting Date:	01/15/2013

TITLE:

Consideration and Approval of Consulting Contract: Street Maintenance Program, Calendar Years 2013, 2014 & 2015

RECOMMENDED ACTION:

1. Approve the design services contract with Plateau Engineering, Inc., in the amount of $189,990.88 with a contract time of 1090 days;
2. Approve change order authority in the amount of $18,999 (10%) of the contract amount to cover potential costs associated with unanticipated items of work; and
3. Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Award of the Consulting Contract will authorize design and preparation of contract documents to complete the Street Maintenance Program for years 2013, 2014 and 2015.

Subsidiary Decisions Points: None

Financial Impact:

The Street Maintenance Program is funded annually by the Street Improvement Program budget in account no. 040-33-32-600, ($ 1,154,879 for FY 13), as well as other accounts as specific needs are identified. For any given fiscal year, consultant fees as well as internal labor costs will be charged against the total available budget with the remaining balance allocated toward physical improvements.

Connection to Council Goal:

Maintain and deliver quality, reliable infrastructure.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Approve the Consulting Contract. This will allow design work to proceed.
Do not approve the Consulting Contract. This will halt work on the project and require another procurement process.

Background/History:

The City has established an annual program to maintain existing street pavements. The program provides three major services: pavement preservation, structural upgrades and ADA compliance. The program provides pavement preservation in the form of chip seal coating and micro sealing of existing pavements. Seal coating is applied to provide protection of the asphaltic concrete pavement from the adverse effects of weather, sun and traffic. The streets selected for these treatments include new pavement surfaces that have not been sealed and older pavements that have lost their seal coat to wear and tear.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the City. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows. It is anticipated that City staff will continue to conduct the street observations and rankings under the terms of the contract and provide OCI data to the consultant for his use in preparation of the contract documents.

On November 27, 2012, the City of Flagstaff received three proposals from firms wishing to provide professional services for design of the project. A selection committee of five staff members independently reviewed and evaluated those proposals. Based on the results of the evaluation of each proposals (below), the evaluation committee members determined that the firm of Plateau Engineering, Inc. was the most qualified among those submitting proposals to provide the desired professional services. Staff has successfully negotiated a time and materials price proposal with the consultant. Upon receiving approval from City Council and execution of the agreement, a Notice to Proceed with the work will be issued.

	EVALUATOR					
FIRM NAME	**1**	**2**	**3**	**4**	**5**	**Total**
Plateau Engineering	106	105	106	108	111	536
Woodson Engineering	66	95	104	101	96	462
Hatch Mott MacDonald	32	55	97	40	67	291

Key Considerations:

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Expanded Financial Considerations:

The Street Maintenance Program is funded annually by the Street Improvement Program budget (acct. no. 040-33-32-600), as well as other accounts as specific needs are identified. For any given fiscal year, consultant fees as well as internal labor costs will be charged against the total available budget with the remaining balance allocated toward physical improvements. An annual breakdown of the consultant's fee proposal is shown below.

Calendar Year	Fiscal Year	Estimated Fee
2013	2012/2013	$ 55,254.21
2014	2013/2014	$ 65,771.29
2015	2014/2015	$ 68,965.38

Total Estimated Fee $ 189,990.88

Community Benefits and Considerations:

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition of the entire network of City streets. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Community Involvement:

Inform - The Public Works Division routinely prepares weekly news releases that are distributed to the local media outlets describing the location of the street construction and any traffic restrictions planned for the work. The contractor distributes written notices to all adjacent businesses and residents affected by the work in advance of the construction.

Expanded Options and Alternatives:

Approve the Consulting Contract. This will allow design work to proceed.
Do not approve the Consulting Contract. This will halt work on the project and require another procurement process.

Council Action:

Attachments: Design Agreement
Exhibit A
Exhibit B

Form Review

Inbox	Reviewed By	Date
Senior Procurment Specialist - PB	Patrick Brown	12/10/2012 10:28 AM
Purchasing Director	Rick Compau	12/11/2012 09:07 AM
Finance Director	Rick Tadder	12/11/2012 02:04 PM
Public Works Director	Erik Solberg	12/12/2012 01:56 PM
Legal Assistant	Vicki Baker	12/12/2012 04:32 PM
Senior Assistant City Attorney DW	David Womochil	12/13/2012 09:49 AM
DCM - Jerene Watson	Jerene Watson	12/13/2012 08:14 PM
Form Started By: Dan Holmes		Started On: 12/10/2012 06:41 AM

Final Approval Date: 01/11/2013

SERVICE AGREEMENT
FOR
STREET MAINTENANCE PROGRAM 2013, 2014 AND 2015

CITY OF FLAGSTAFF
and

PLATEAU ENGINEERING, INC.

This Agreement for the Street Maintenance Program 2013, 2014 and 2015 ("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 Plateau Engineering, Incorporated, with offices at 200 East Birch Avenue, Flagstaff, Arizona ("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 consultant for the Street Maintenance Program 2013, 2014 and 2015, 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.

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".

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 (Dan Holmes):	To Provider:
Patrick Brown, C.P.M. Senior Procurement Specialist City of Flagstaff 211 W. Aspen Flagstaff, Arizona 86001	James D. Hall, P.E. 200 East Birch Avenue Flagstaff, Arizona 86001

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

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 <u>Remedies</u>.

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 RFP 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 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. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force until **September 30, 2015** 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 [one**]** additional one (1) year terms.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff	**Plateau Engineering, Inc.**
_____	_____
Kevin Burke, City Manager	James D. Hall, P.E.
Attest:	
_____	
City Clerk	
Approved as to form:	
_____	
City Attorney	Date of Execution:_____

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

FEE SCHEDULE

EXHIBIT "A"

CITY OF FLAGSTAFF

PUBLIC WORKS DIVISION

SCOPE OF SERVICES
FOR PROJECT DEVELOPMENT AND DESIGN

Street Maintenance Program 2013, 2014 & 2015

01-13001 (040-3332-600)

November, 2012

1.0 GENERAL

1.1 DESCRIPTION

Every year, the City of Flagstaff implements a comprehensive annual street maintenance program. The program consists of asphalt pavement overlay, application of chip seal and micro seal surface treatments, concrete work for ADA compliance, utility adjustments and upgrades, pavement marking and related miscellaneous work. Areas selected for improvement rotate on an annual basis. Overlay work is programmed for either the west half or east half of the City streets while surface treatments are selected within a specific quadrant of the City. Switzer Mesa and Route 66 define the boundaries for definition of the annual scope of work

The scope of services will consist of the design and preparation of a complete set of construction plans, contract documents, construction specifications, special provisions, cost estimates, bid schedule and engineering data for construction of the proposed improvements. In order to avoid conflicts with other current or planned projects, it is expected that preparation of this information will require considerable coordination with City departments including streets, traffic, survey, utilities and private development as well as the franchise utilities.

Street condition ratings, as determined utilizing Pavement View Plus software will form the basis for determination of street improvement selections. These ratings will be conducted by City staff and provided to the consultant. Final definition of the annual program will be determined by the consultant based upon budgetary considerations, cost estimates prepared for treatment of selected streets and definition of conflicts with other projects. It is expected than no less than three scope/cost iterations will be required in order to fully define the contracted improvement program.

1.2 DEFINITIONS

ADOT	Arizona Department of Transportation
COF	City of Flagstaff
PM	Project Manager – The individual, assigned to the project by the COF, who is responsible for the overall coordination with the COF and the consultant. All matters concerning the project, including submittals, telephone conversations, meetings and written correspondence shall be directed to this person.
CA	Contract Administrator
MAG	Maricopa Association of Governments
QC/QA	Quality Control/Quality Assurance

1.3 CONSTRUCTION COST

The annual budget for the calendar years under the terms of this agreement is anticipated to range from approximately $ 800,000 to $ 1,800,000. These budgeted amounts include professional services, internal staff costs and other internal costs. The project manager will provide to the consultant, on an annual basis, the total amount available for construction work for use in preparation of the contract documents.

1.4 LENGTH OF SERVICES

The length of services shall be determined by the number of calendar days from issuance of a formal Notice to Proceed through September 30, 2015. Although the term of the contract is for three calendar year programs, individual milestones will be established on an annual basis for each individual program.

1.5 PROJECT SCHEDULE

The consultant shall provide a preliminary project schedule within ten calendar days of Notice to Proceed for review by the City. For each program year, the schedule shall show significant milestone dates and include time for City and other agency reviews. The schedule shall show completion of bid ready documents no later that February 28 of each calendar year the contract remains in effect. The schedule shall be updated as necessary if events occur which significantly delay or alter progress of the work.

2.0 APPLICABLE STANDARDS

The following standards shall be followed through the design and construction of the improvements, as applicable.

2.1 City of Flagstaff Engineering Design and Construction Standards & Specifications, most recent edition.

2.2 Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, most recent edition.

2.3 Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, most recent edition.

2.4 The Americans with Disabilities Act (ADA).

3.0 WORK PERFORMED BY CONSULTANT

The consultant shall be responsible for the work outlined in this section. The work shall conform to the standards, criteria and requirements of this Scope of Services.

3.1 PROJECT DEVELOPMENT

The work consists of the development of a complete, bid ready set of construction plans, construction specifications, contract documents, special provisions, cost estimates, bid schedule and engineering data for the proposed work. The consultant shall review and verify all preliminary data supplied by the COF and supplement the data as necessary to complete the work. Preliminary plans and contract documents shall be submitted to the City at the 30%, 60%, 90% and final stages of project development for review by the City and other agencies. Review comments and contract document modifications received by the consultant at each submittal stage shall be incorporated into the subsequent stage of project development. Minimum requirements for each submittal are outlined below.

3.1.1 30% SUBMITTAL

Plan submittal shall include draft cover sheet, key maps with proposed improvements, preliminary improvement schedule and a preliminary cost estimate. Proposed surface treatments for individual street segments will be provided to the consultant based upon street ratings conducted by the City.

Preliminary plans shall be submitted by the consultant to all franchise utilities and City divisions for review. Review at this stage of project development shall consist primarily of identification of conflicts with other planned or current construction work anticipated within the project area. Upon identification of any anticipated conflicts, street treatments shall be revised, deleted or relocated to resolve the conflicts. These modifications shall be incorporated into subsequent plan submittals.

3.1.2 60% SUBMITTAL

Plan submittal shall include draft cover sheet, key maps with revised improvement identifications, revised improvement schedule, general notes and details, cost estimate and draft specifications.

60% plans shall be submitted to the franchise utilities and City divisions for review. At this stage of project development, identification of utility adjustments required, survey monuments to be re-set, pavement marking revisions required, and traffic signal loop detectors required shall be determined for incorporation into the 90% submittal. The City's project manager shall distribute copies of the plans to the relevant City personnel for collection of this data and provide results to the consultant. The consultant shall determine the required ADA compliance work for overlay streets and incorporate this information in the 60% submittal. Cost estimates shall be reviewed at this stage and any

changes to the scope of work required by budgetary constraints shall be made and incorporated into the subsequent submittal.

3.1.3 90% SUBMITTAL

At this stage of project development, it is anticipated that the contract documents will be essentially complete. Submittal shall include finished cover sheet, completed key maps with treatment identifications, improvement schedules and quantities, general notes and details, cost estimate, contract documents and construction specifications.

90% plans shall be submitted to the franchise utilities and City divisions for review. Review comments from City staff shall be solicited and compiled by the City's project manager and provided to the consultant. Based upon this review, contract documents and cost estimates shall be revised for final submittal.

Copies shall also be submitted to ADOT together with a right-of-way permit application if necessary for work in or adjacent to ADOT roads. Permit shall be secured by consultant for inclusion in the final submittal.

3.1.4 FINAL SUBMITTAL

The consultant shall provide to the City a complete reproducible bid ready package of plans, contract documents and construction specifications, and cost estimate sealed by a Registered Professional Engineer. The final submittal shall incorporate all revisions identified in the 90% review. Plan cover sheet shall have signature acknowledgements of franchise utility personnel and include an ADOT permit number if required.

4.0 MATERIALS FURNISHED BY THE CITY OF FLAGSTAFF

The following materials will be furnished to the consultant by the City for his use in preparation of the contract documents.

Street condition ratings including Overall Condition Index (OCI)

Initial improvement schedule for selected street segments

Digital file of City street map

Digital files of previous two years street maintenance program plans and specifications

Valve and manhole adjustment data

Survey monument adjustment data

Pavement marking revisions

Historical cost estimating data

Budget criteria

Assistance with ADA determinations

5.0 ADMINISTRATION

5.1 CITY OF FLAGSTAFF

The City of Flagstaff will administer the Consultant Services Agreement. All contractual payments and changes will be reviewed by the City's Project Manager. Contract award, change orders, and final payments are subject to City Council approval.

5.2 PROJECT MANAGEMENT

The project manager (PM) will:

1. Conduct ongoing reviews of the Consultant's progress in performing the work and will furnish technical comments in a timely manner.

2. Review the Consultant's billings.

3. Review and evaluate the Consultant's requests for extension of time and change orders and recommend appropriate action.

4. Coordinate the distribution of public information.

5. Review the data (including documentation of prior rights, cost estimates and plans) necessary for COF to prepare and execute all utility or railroad agreements.

6. Review and evaluate any Consultant requests for changes in project personnel from those specified in the Consultant's Technical Proposal.

7. Review the Consultant's Quality Control Program and the Consultant's conformance to their QC/QA Program when submittal of a QC/QA plan is required.

8. Submit the information necessary for acquisition of rights-of-way and easements by the City of Flagstaff.

9. Prepare the necessary data for project clearance letters.

10. Provide the point of contact for all questions, requests, and submittals.

5.3 CONSULTANT

The consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the Project Office for the duration of the project in the location specified in the Consultant's technical proposal.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include Change Orders, Time Extensions and Subcontracts.

5.4 CONSULTANTS RESPONSIBILITY

1. The Consultant has total responsibility for the accuracy and completeness of the contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed for conformity with City of Flagstaff standards, procedures, and the terms of the contract, as well as coordination with adjacent construction. Review by COF does not necessarily include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy, completeness, construct-ability and economy of such items remains solely that of the Consultant.

2. The Consultant may be required to meet with COF staff and provide written progress reports that describe the work performed on each task. The dates and times of these meetings will be established by COF.

3. Within ten (10) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines.

4. Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work; however, the subcontracting firms must be approved in writing prior to initiation of any work. The volume of work performed by the subcontractors shall not exceed thirty percent (30%) of the total contract value.

5. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to COF for their

records within one (1) week of the receipt or mailing of said correspondence. The Consultant is responsible for recording and distributing the minutes of all meetings pertaining to this project.

6. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared accordingly. The Consultant shall have a QC/QA Plan in effect during the entire time work is being performed under this contract. The Plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked. All plans, calculations and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator, and having the originator and checker identified. The criteria for acceptance shall be a product of neat appearance, well-organized, accurate and complete, technically and grammatically correct and checked in accordance with the approved QC/QA plan.

   When required, the Consultant's QC/QA Plan shall be submitted to COF within fifteen (15) working days of receipt of written Notice to Proceed.

7. The Consultant's work shall be performed and/or directed by the key personnel identified in the technical/fee proposal presentations by the Consultants. Any changes in the indicate key personnel or the Consultant's officer-in-charge of the work, as identified in the Consultant's proposal, shall be subject to review and written approval by COF.

8. The plans, designs, calculations, reports and other documents furnished under this Scope of Work shall conform to the "standards of the industry" quality as acceptable to COF. The criteria for acceptance shall be a product of neat appearance, well-organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved QC/QA Program, and having the maker and checker identified.

PLATEAU ENGINEERING, INC.

Civil Engineers & Land Surveyors

December 6, 2012

City of Flagstaff
Attn: Daniel Holmes, Senior Project Manager
211 W. Aspen Avenue
Flagstaff, Arizona 86001

RE: STREET MANTENANCE PROGRAM 2013, 2014, 2015
FEE PROPOSAL

Dear Mr. Holmes:

Plateau Engineering is pleased to be working with you on the Street Maintenance Program 2013, 2014, 2015. We have reviewed the draft Agreement for Consulting Services and Scope of Services included with the RSOQ. We do not have any comments or concerns with the Agreement.

We have developed a fee proposal for this multi-year program based on projected construction amounts given to us by the City of Flagstaff and historical information on design fees over the past 9 years. Our fee is:

Year 2013:	$55,254.21
Year 2014:	$65,771.29
Year 2015:	$68,965.38
TOTAL:	**$189,990.88**

We will complete the work on a Time and Materials Not to Exceed basis of $189,990.88. A spreadsheet is attached to this fee proposal that indicates how we arrived at this fee.

We look forward to getting started on the 2013 program. If you have any questions, or if I can provide any further information, please don't hesitate to contact me.

Sincerely,

Adam Miele, P.E.
Vice-President

202 East Birch Avenue • Flagstaff, Arizona 86001 • (928) 556-0311 • FAX (928) 213-9614

PLATEAU ENGINEERING, INC.

COF 2013, 2014 & 2015 Street Maintenance Program 12/6/2012

Project Number **01-13001**

Account No.:

2013

		Hours		Cost	Overhead	Profit	Bill Rate	Total
Project Development					155.00%	12.50%		
PEM	Project Manager	10.00	@	$ 48.08	$ 74.52	$ 15.33	$ 137.93	$ 1,379.30
PE	Project Engineer	60.00	@	$ 31.00	$ 48.05	$ 9.88	$ 88.93	$ 5,335.88
2P	Two-Person Survey Crew	40.00	@	$ 59.06	$ 91.54	$ 18.83	$ 169.43	$ 6,777.14
ST	Senior Technician	80.00	@	$ 29.00	$ 44.95	$ 9.24	$ 83.19	$ 6,655.50
T	Technician	60.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 4,647.38
C	Clerical	8.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 619.65
E	Expenses	1.00	@				$ 300.00	$ 300.00
Sub -Total								$ 25,714.83
Utility/CMAR Coordination								
PEM	Project Manager	12.00	@	$ 48.08	$ 74.52	$ 15.33	$ 137.93	$ 1,655.15
PE	Project Engineer	40.00	@	$ 31.00	$ 48.05	$ 9.88	$ 88.93	$ 3,557.25
ST	Senior Technician	10.00	@	$ 29.00	$ 44.95	$ 9.24	$ 83.19	$ 831.94
C	Clerical	8.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 619.65
E	Expenses	1.00	@				$ 300.00	$ 300.00
Sub -Total								$ 6,963.99
60% Design/CMAR Coordination								
PEM	Project Manager	12.00	@	$ 48.08	$ 74.52	$ 15.33	$ 137.93	$ 1,655.15
PE	Project Engineer	70.00	@	$ 31.00	$ 48.05	$ 9.88	$ 88.93	$ 6,225.19
QC/QA	Quality Control/Q Assurance	2.00	@	$ 73.32	$ 113.65	$ 23.37	$ 210.34	$ 420.67
ST	Senior Technician	35.00	@	$ 29.00	$ 44.95	$ 9.24	$ 83.19	$ 2,911.78
T	Technician	20.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 1,549.13
C	Clerical	2.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 154.91
E	Expenses	1.00	@				$ 300.00	$ 300.00
Sub -Total								$ 13,216.83

Submit Final PS&E and Contract Documents

		Hours		Cost	Overhead	Profit	Bill Rate	Total
PEM	Project Manager	7.00	@	$ 48.08	$ 74.52	$ 15.33	$ 137.93	$ 965.51
PE	Project Engineer	30.00	@	$ 31.00	$ 48.05	$ 9.88	$ 88.93	$ 2,667.94
QC/QA	Quality Control/Q Assurance	2.00	@	$ 73.32	$ 113.65	$ 23.37	$ 210.34	$ 420.67
ST	Senior Technician	20.00	@	$ 29.00	$ 44.95	$ 9.24	$ 83.19	$ 1,663.88
T	Technician	10.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 774.56
C	Clerical	8.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 619.65
E	Expenses	1.00	@				$ 550.00	$ 550.00
Sub -Total								$ 7,662.21
Construction Period Services								
PEM	Project Manager	4.00	@	$ 48.08	$ 74.52	$ 15.33	$ 137.93	$ 551.72
PE	Project Engineer	12.00	@	$ 31.00	$ 48.05	$ 9.88	$ 88.93	$ 1,067.18
C	Clerical	1.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 77.46
Sub-Total		567.00						$ 1,696.35
TOTAL								$ 55,254.21
TOTALS								
PEM	Project Manager	45.00	@	$ 48.08	$ 74.52	$ 15.33	$ 137.93	$ 6,206.83
PE	Project Engineer	212.00	@	$ 31.00	$ 48.05	$ 9.88	$ 88.93	$ 18,853.43
QC/QA	Quality Control/Q Assurance	4.00	@	$ 73.32	$ 113.65	$ 23.37	$ 210.34	$ 841.35
2P	Two -Person Survey Crew	40.00		$ 59.06	$ 91.54	$ 18.83	$ 169.43	$ 6,777.14
ST	Senior Technician	145.00	@	$ 29.00	$ 44.95	$ 9.24	$ 83.19	$ 12,063.09
T	Technician	90.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 6,971.06
C	Clerical	27.00	@	$ 27.00	$ 41.85	$ 8.61	$ 77.46	$ 2,091.32
E	Expenses		@				1,450.00	$ 1,450.00
TOTAL		563.00						$ 55,254.21
	TOTAL - 2013							**$ 55,254.21**

PLATEAU ENGINEERING, INC.

COF 2013, 2014 & 2015 Street Maintenance Program 12/6/2012

Project Number

Account No.:

Design Cost Estimate

2014

		Hours			Cost	Overhead	Profit	Bill Rate	Total
Project Development					5.00%	155.00%	12.50%		
PEM	Project Manager	12.00	@	$	50.48	$ 78.25	$ 16.09	$ 144.83	$ 1,737.91
PE	Project Engineer	80.00	@	$	32.55	$ 50.45	$ 10.38	$ 93.38	$ 7,470.23
2P	Two-Person Survey Crew	50.00	@	$	62.01	$ 96.12	$ 19.77	$ 177.90	$ 8,894.99
ST	Senior Technician	90.00	@	$	30.45	$ 47.20	$ 9.71	$ 87.35	$ 7,861.81
T	Technician	70.00	@	$	28.35	$ 43.94	$ 9.04	$ 81.33	$ 5,693.03
C	Clerical	8.00	@	$	28.35	$ 43.94	$ 9.04	$ 81.33	$ 650.63
E	Expenses		@	$	-	$ -	$ -	$ 300.00	$ 300.00
									$ -
Sub -Total									$ 32,608.60
Utility/CMAR Coordination									
PEM	Project Manager	12.00	@	$	50.48	$ 78.25	$ 16.09	$ 144.83	$ 1,737.91
PE	Project Engineer	40.00	@	$	32.55	$ 50.45	$ 10.38	$ 93.38	$ 3,735.11
ST	Senior Technician	10.00	@	$	30.45	$ 47.20	$ 9.71	$ 87.35	$ 873.53
C	Clerical	8.00	@	$	28.35	$ 43.94	$ 9.04	$ 81.33	$ 650.63
E	Expenses		@	$	-	$ -	$ -	$ 300.00	$ 300.00
Sub -Total									$ 7,297.19
60% Design/CMAR Coordination									
PEM	Project Manager	12.00	@	$	50.48	$ 78.25	$ 16.09	$ 144.83	$ 1,737.91
PE	Project Engineer	80.00	@	$	32.55	$ 50.45	$ 10.38	$ 93.38	$ 7,470.23
QC/QA	Quality Control/Q Assurance	2.00	@	$	76.99	$ 119.33	$ 24.54	$ 220.85	$ 441.71
ST	Senior Technician	40.00	@	$	30.45	$ 47.20	$ 9.71	$ 87.35	$ 3,494.14
T	Technician	30.00	@	$	28.35	$ 43.94	$ 9.04	$ 81.33	$ 2,439.87
C	Clerical	2.00	@	$	28.35	$ 43.94	$ 9.04	$ 81.33	$ 162.66
E	Expenses		@	$	-	$ -	$ -	$ 300.00	$ 300.00
Sub -Total									$ 16,046.51
Submit Final PS&E and Contract Documents									
PEM	Project Manager	7.00	@	$	50.48	$ 78.25	$ 16.09	$ 144.83	$ 1,013.78

		Hours		Cost	Overhead	Profit	Bill Rate	Total
PE	Project Engineer	30.00	@	$ 32.55	$ 50.45	$ 10.38	$ 93.38	$ 2,801.33
QC/QA	Quality Control/Q Assurance	2.00	@	$ 76.99	$ 119.33	$ 24.54	$ 220.85	$ 441.71
ST	Senior Technician	20.00	@	$ 30.45	$ 47.20	$ 9.71	$ 87.35	$ 1,747.07
T	Technician	10.00	@	$ 28.35	$ 43.94	$ 9.04	$ 81.33	$ 813.29
C	Clerical	8.00	@	$ 28.35	$ 43.94	$ 9.04	$ 81.33	$ 650.63
E	Expenses		@	$ -	$ -	$ -	$ 550.00	$ 550.00
Sub -Total								$ 8,017.82
Construction Period Services								
PEM	Project Manager	4.00	@	$ 50.48	$ 78.25	$ 16.09	$ 144.83	$579.30
PE	Project Engineer	12.00	@	$ 32.55	$ 50.45	$ 10.38	$ 93.38	$1,120.53
C	Clerical	1.00	@	$ 28.35	$ 43.94	$ 9.04	$ 81.33	$81.33
Sub-Total		640.00						$1,781.17
TOTAL								$65,751.29

TOTALS

PEM	Project Manager	47.00	@	$ 50.48	$ 78.25	$ 16.09	$ 144.83	$ 6,806.82
PE	Project Engineer	242.00	@	$ 32.55	$ 50.45	$ 10.38	$ 93.38	$ 22,597.43
QC/QA	Quality Control/Q Assurance	4.00	@	$ 76.99	$ 119.33	$ 24.54	$ 220.85	$ 883.41
2P	Two Person Survey Crew	50.00	@	$ 62.01	$ 96.12	$ 19.77	$ 177.90	$ 8,894.99
ST	Senior Technician	160.00	@	$ 30.45	$ 47.20	$ 9.71	$ 87.35	$ 13,976.55
T	Technician	110.00	@	$ 28.35	$ 43.94	$ 9.04	$ 81.33	$ 8,946.20
C	Clerical	27.00	@	$ 28.35	$ 43.94	$ 9.04	$ 81.33	$ 2,195.88
E	Expenses		@	$ -	$ -	$ -	$ 1,450.00	$ 1,450.00
TOTAL		640.00						$ 65,751.29

TOTAL - 2014

PLATEAU ENGINEERING, INC.

COF 2013, 2014 & 2015 Street Maintenance Program 12/6/2012

Project Number

Account No.:

Design Cost Estimate

2015

		Hours		Cost	Overhead	Profit	Bill Rate	Total
Project Development				5.00%	155.00%	12.50%		
PEM	Project Manager	12.00	@	$ 53.00	$ 82.16	$ 16.90	$ 152.06	$ 1,824.66
PE	Project Engineer	80.00	@	$ 34.18	$ 52.98	$ 10.89	$ 98.05	$ 7,843.74
2P	Two-Person Survey Crew	50.00	@	$ 65.11	$ 100.92	$ 20.75	$ 186.79	$ 9,339.29
ST	Senior Technician	90.00	@	$ 31.97	$ 49.56	$ 10.19	$ 91.72	$ 8,254.90
T	Technician	70.00	@	$ 29.77	$ 46.14	$ 9.49	$ 85.40	$ 5,977.69
C	Clerical	8.00	@	$ 29.77	$ 46.14	$ 9.49	$ 85.40	$ 683.16
E	Expenses		@	$ -	$ -	$ -	$ 300.00	$ 300.00
								$ -
Sub -Total								$ 34,223.44
Utility/CMAR Coordination								
PEM	Project Manager	12.00	@	$ 53.00	$ 82.16	$ 16.90	$ 152.06	$ 1,824.66
PE	Project Engineer	40.00	@	$ 34.18	$ 52.98	$ 10.89	$ 98.05	$ 3,921.87
ST	Senior Technician	10.00	@	$ 31.97	$ 49.56	$ 10.19	$ 91.72	$ 917.21
C	Clerical	8.00	@	$ 29.77	$ 46.14	$ 9.49	$ 85.40	$ 683.16
E	Expenses		@	$ -	$ -	$ -	$ 300.00	$ 300.00
Sub -Total								$ 7,646.91
60% Design/CMAR Coordination								
PEM	Project Manager	12.00	@	$ 53.00	$ 82.16	$ 16.90	$ 152.06	$ 1,824.66
PE	Project Engineer	80.00	@	$ 34.18	$ 52.98	$ 10.89	$ 98.05	$ 7,843.74
QC/QA	Quality Control/Q Assurance	2.00	@	$ 80.84	$ 125.30	$ 25.77	$ 231.91	$ 463.82
ST	Senior Technician	40.00	@	$ 31.97	$ 49.56	$ 10.19	$ 91.72	$ 3,668.84
T	Technician	30.00	@	$ 29.77	$ 46.14	$ 9.49	$ 85.40	$ 2,561.87
C	Clerical	2.00	@	$ 29.77	$ 46.14	$ 9.49	$ 85.40	$ 170.79
E	Expenses		@	$ -	$ -	$ -	$ 300.00	$ 300.00
Sub -Total								$ 16,833.72
Submit Final PS&E and Contract Documents								
PEM	Project Manager	7.00	@	$ 53.00	$ 82.16	$ 16.90	$ 152.06	$ 1,064.39

		Hours			Cost		Overhead		Profit		Bill Rate		Total
PE	Project Engineer	30.00	@	$	34.18	$	52.98	$	10.89	$	98.05	$	2,941.40
QC/QA	Quality Control/Q Assurance	2.00	@	$	80.84	$	125.30	$	25.77	$	231.91	$	463.82
ST	Senior Technician	20.00	@	$	31.97	$	49.56	$	10.19	$	91.72	$	1,834.42
T	Technician	10.00	@	$	29.77	$	46.14	$	9.49	$	85.40	$	853.96
C	Clerical	8.00	@	$	29.77	$	46.14	$	9.49	$	85.40	$	683.16
E	Expenses		@	$	-	$	-	$	-	$	550.00	$	550.00
Sub -Total												$	8,391.15
Construction Period Services													
PEM	Project Manager	4.00	@	$	53.00	$	82.16	$	16.90	$	152.06		$608.22
PE	Project Engineer	12.00	@	$	34.18	$	52.98	$	10.89	$	98.05		$1,176.56
C	Clerical	1.00	@	$	29.77	$	46.14	$	9.49	$	85.40		$85.40
Sub-Total		640.00											$1,870.18
TOTAL													$68,965.38

TOTALS

PEM	Project Manager	47.00	@	$	53.00	$	82.16	$	16.90	$	152.06	$	7,146.60
PE	Project Engineer	242.00	@	$	34.18	$	52.98	$	10.89	$	98.05	$	23,727.30
QC/QA	Quality Control/Q Assurance	4.00	@	$	80.84	$	125.30	$	25.77	$	231.91	$	927.63
2P	Two Person Survey Crew	50.00	@	$	65.11	$	100.92	$	20.75	$	186.79	$	9,339.29
ST	Senior Technician	160.00	@	$	31.97	$	49.56	$	10.19	$	91.72	$	14,675.38
T	Technician	110.00	@	$	29.77	$	46.14	$	9.49	$	85.40	$	9,393.51
C	Clerical	27.00	@	$	29.77	$	46.14	$	9.49	$	85.40	$	2,305.68
E	Expenses		@	$	-	$	-	$	-	$	1,450.00	$	1,450.00
TOTAL		640.00										$	68,965.38

TOTAL - 2015

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Gullickson, Planning Development Manager

Date: 01/11/2013

Meeting Date: 01/15/2013

TITLE:

Consideration of Ordinance No. 2012-17: Amending 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:

Read Ordinance No. 2012-17 for the final time by title only
Adopt Ordinance No. 2012-17

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 feet 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-feet 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 the Public Hearing. On December 18, 2012, the City Council held the Public Hearing and read Ordinance No. 2012-17 for the first time by title only.

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 it's 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.

The City Council held a Public Hearing on December 18, 2012.

Council Action:

Attachments:
- Location Map
- IM Site Plan
- IM Landscape Plan
- IM Building Elevation
- Commission Report of 11-14-2012
- Ordinance 2012-017

Form Review

Inbox	Reviewed By	Date

Current Planning Manager	Mark Sawyers	11/30/2012 08:19 AM
Planning Director	Jim Cronk	12/03/2012 01:35 PM
City Engineer	Rick Barrett	12/03/2012 02:35 PM
Legal Assistant	Vicki Baker	12/03/2012 03:39 PM
Senior Assistant City Attorney JS	James Speed	12/05/2012 06:59 AM
DCM - Jerene Watson	Jerene Watson	12/05/2012 02:38 PM
Senior Project Manager	James Duval	12/05/2012 04:43 PM
Community Development Director	Elizabeth A. Burke	12/06/2012 11:01 AM
Legal Assistant	Vicki Baker	12/06/2012 11:01 AM
Senior Assistant City Attorney JS	James Speed	12/06/2012 11:17 AM
DCM - Jerene Watson	Jerene Watson	12/06/2012 01:32 PM

Form Started By: Neil Gullickson Started On: 11/27/2012 11:08 AM

Final Approval Date: 01/11/2013

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.

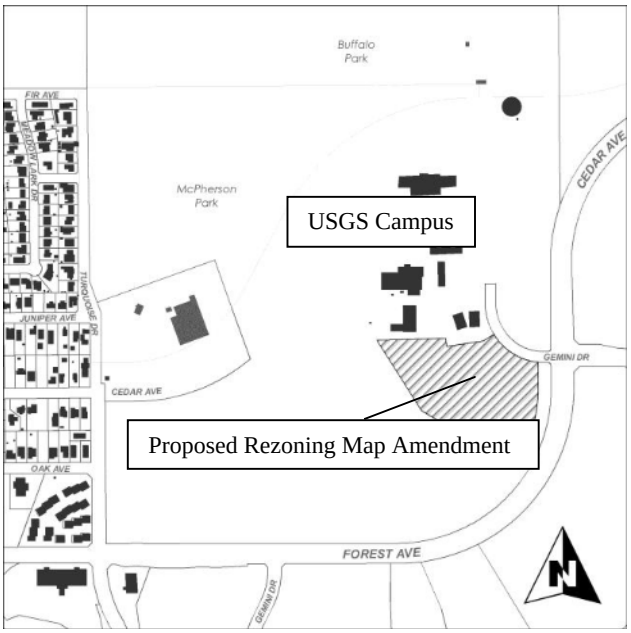
Interested parties may file comments in writing regarding the proposed rezoning, or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed rezoning are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue, 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

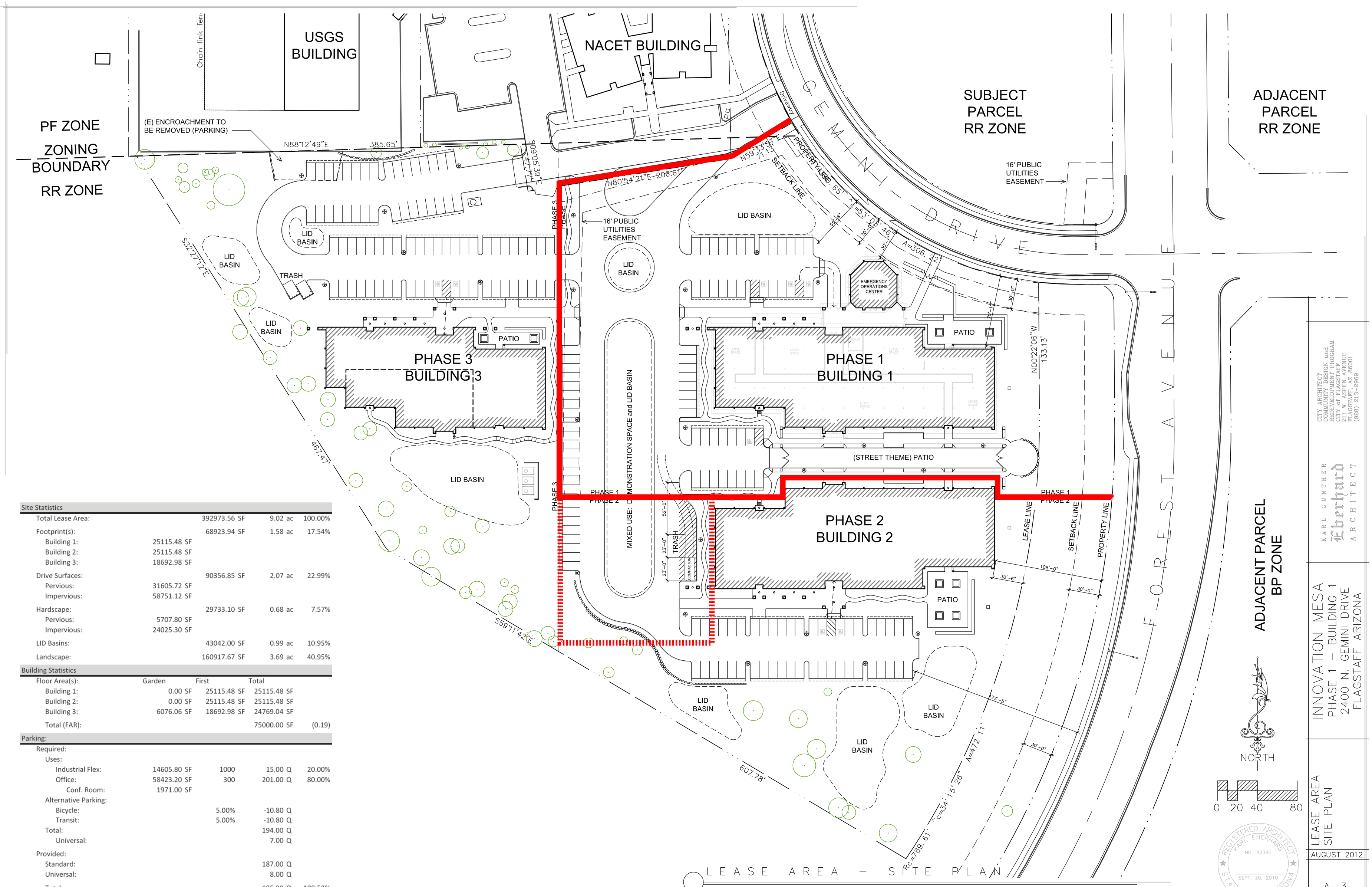
For further information, please contact:

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

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			
Hardscape:		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%
Landscape:		160917.67 SF	3.69 ac	40.95%

Building Statistics	Garden	First	Total	
Floor Area(s):				
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)

Parking:				
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	
Transit:		5.00%	-10.80 Q	
Total:			194.00 Q	
Universal:			7.00 Q	
Provided:				
Standard:			187.00 Q	
Universal:			8.00 Q	
Total:			195.00 Q	100.52%

CITY ARCHITECT
COMMUNITY DESIGN and REDEVELOPMENT PROGRAM
CITY of FLAGSTAFF
211 W. ASPEN AVENUE
FLAGSTAFF, AZ 86001
(928) 213-3089

KARL GUNTHER Eberhard ARCHITECT

INNOVATION MESA
PHASE 1 – BUILDING 1
2400 N. GEMINI DRIVE
FLAGSTAFF ARIZONA

LEASE AREA
SITE PLAN

AUGUST 2012

A–3

REGISTERED ARCHITECT KARL EBERHARD NO. 43345 SEPT. 30, 2010 STATE of ARIZONA

LEGEND:

TREES:

ASPEN

CONIFEROUS

ORNAMENTAL

SPECIMEN CANOPY

GENERAL DECIDUOUS CANOPY

EXISTING TO REMAIN (RESOURCE)

PLANT PALETTE:

CITY Of FLAGSTAFF ZONING CODE
APPENDIX 3: CITY OF FLAGSTAFF LANDSCAPE PLANT LIST

LEASE AREA – LANDSCAPE PLAN

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	
Periferal 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	
Foundation:						
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	119.44%

REGISTERED ARCHITECT KARL EBERHARD NO. 43345 SEPT. 30, 2010 STATE of ARIZONA

CITY ARCHITECT
COMMUNITY DESIGN and
REDEVELOPMENT PROGRAM
CITY of FLAGSTAFF
211 W. ASPEN AVENUE
FLAGSTAFF, AZ 86001
(928) 213-3969

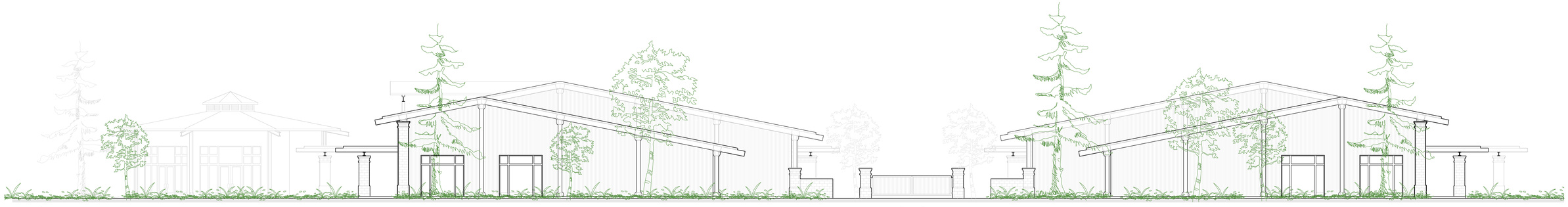
KARL GUNTHER Eberhard ARCHITECT

INNOVATION MESA
PHASE 1 – BUILDING 1
2400 N. GEMINI DRIVE
FLAGSTAFF ARIZONA

LEASE AREA
LANDSCAPE
PLAN

NOV 2012

A–6



WEST ELEVATION

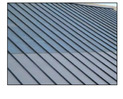
SCALE: 1/8" = 1' - 0 "

MASONRY WALLS:
SPLIT-FACE C.M.U.
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 "

REGISTERED ARCHITECT
KARL EBERHARD
NO. 43345
SEPT. 30, 2010
STATE of ARIZONA

CITY ARCHITECT
COMMUNITY DESIGN and REDEVELOPMENT
CITY of FLAGSTAFF
211 W. ASPEN AVENUE
FLAGSTAFF, AZ 86001
(928) 213-2689

KARL GUNTHER
Eberhard
ARCHITECT

INNOVATION MESA
2400 N. GEMINI DRIVE
FLAGSTAFF ARIZONA

BUILDING 1
EXTERIOR
ELEVATIONS

JULY 2012

A-9

PLANNING SECTION
AMENDMENT TO THE ZONING MAP REPORT

PUBLIC HEARING	**DATE:**	**November 5, 2012**
PC REZ 12-001	**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-feet 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 locate 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 Ration (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 Pan 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.

Storrmwater
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

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

Northland Exploration Surveys, Inc.

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;

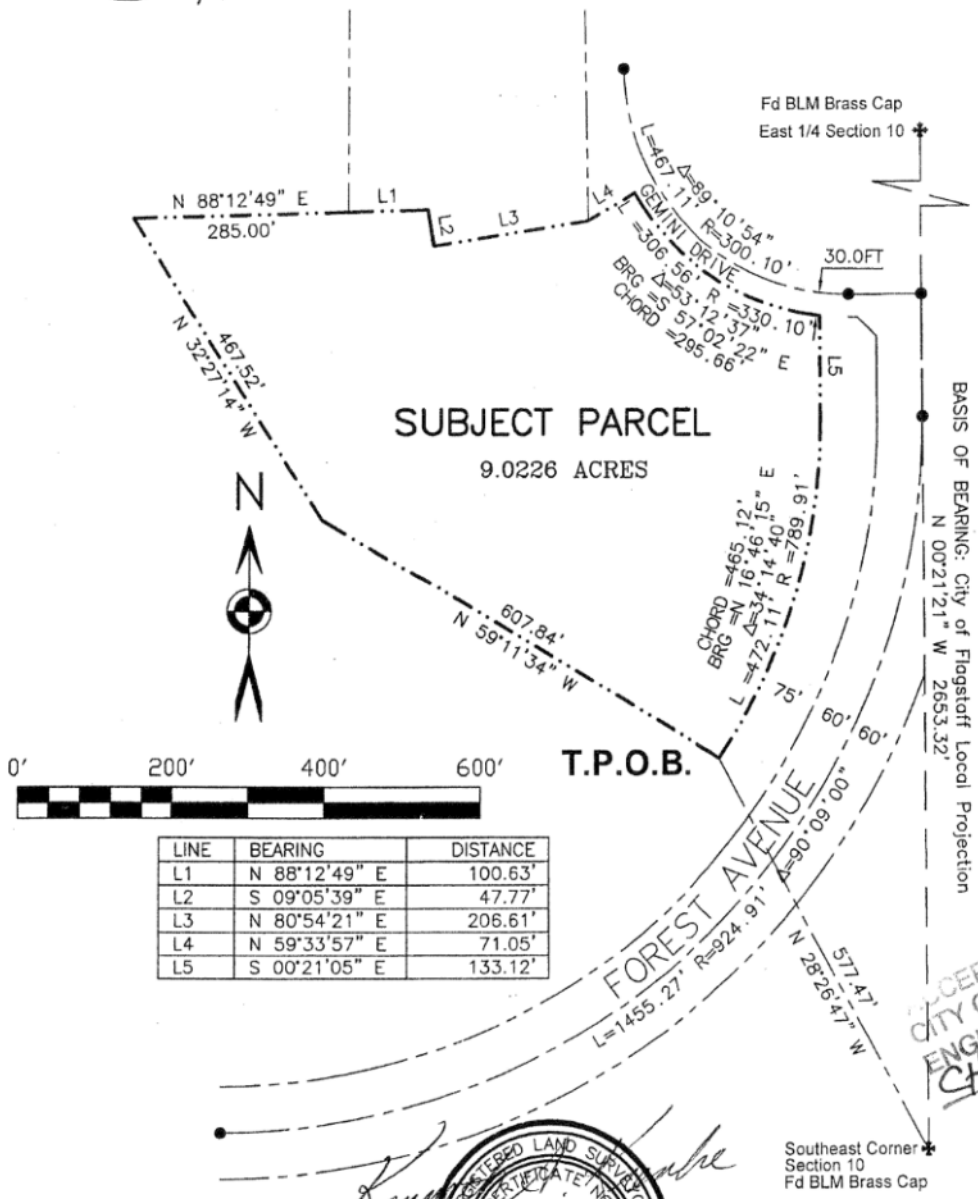
thence Southwesterly concentric to said Northwesterly Right-of-Way line, along a curve to the right having a central angle of 34° 14' 40" and a radius of 789.91 feet, for a distance of 472.11 feet, the chord of said curve bears S 16° 46' 15" W a distance of 465.12 feet, to the **TRUE POINT OF BEGINNING,**

P.O. Box 1401 / Flagstaff, Arizona 86002 / (928) 774-5058 / FAX (928) 774-3089

Northland Exploration Surveys, Inc.

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.



LINE	BEARING	DISTANCE
L1	N 88°12'49" E	100.63'
L2	S 09°05'39" E	47.77'
L3	N 80°54'21" E	206.61'
L4	N 59°33'57" E	71.05'
L5	S 00°21'05" E	133.12'

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
CHD 9.24.12
INT DATE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
Date Signed 04/08/10
ARIZONA U.S.A.

Kenneth A. Krenke

NES # 07-008-A.

Descriptive Title

City File No.

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: Jill Trompeter, Real Estate Manager

Date: 01/09/2013

Meeting Date: 01/15/2013

TITLE:

Consideration of Sale of City-owned Property: Fire Station No. 7 (west of Milton, south of Butler) APN's 103-06-019, 103-06-017A, 103-06-018A, 103-06-003B consisting of a total of 1.52 acres; North San Francisco (abutting Switzer Canyon Wash, aka Elks Lodge Property, south of Horny Toad Rd) APN 110-03-001B 26.03 acres; Schultz Pass (east of Schultz Pass Road and north of Elden Lookout Rd) APN 300-47-004 20 acres; and Fire Station No. 2 (south of east First and west of North Second, adjacent to Joel Montalvo Park) APN 107-04-046 .47 acres.

RECOMMENDED ACTION:

Authorize the City Manager and designated staff to sell four parcels of City-owned property consisting of approximately 50 acres, located within the City limits.

Policy Decision or Reason for Action:

This request authorizes staff to proceed with the marketing and bid process of selling four individual City-owned parcels, located within the City limits. Upon a successful bid process and sales contract, staff will request Council approval to enter into the agreement for a sale. The proceeds from of each sale are expected to offset any financial obligations associated with each individual parcel and may be used towards the development and/or construction of future projects such as the new Courthouse facility. The properties identified for sale are listed on the following page.

Financial Impact:

All costs associated with the marketing and sale of these properties will be offset through the sale of each property.

Connection to Council Goal:

A sustainable community through economic vitality, environmental protection and social inclusion.

Has There Been Previous Council Decision on This:

No. There has been no formal action taken by Council on any of these properties

Options and Alternatives

Option A - A motion to authorize staff to proceed in the marketing and sale of these specified properties.
Option B - A motion to authorize staff to sell only certain parcels as Council desires.
Option C - A motion to authorize staff to sell all or certain parcels at a later date.

Background/History:

The parcels identified for sale were purchased for various reasons; none have been designated as open space or for another City use. The purpose of these sales is twofold: the properties will be on the tax rolls generating revenues and a portion of the proceeds will be used to offset costs incurred in the development of the courthouse. Upon a successful bid process staff will approach Council with a request for authorization to enter into a sales agreement. The properties for sale are listed below and maps to better identify their locations are part of the attachments to this communication:

Fire Station No. 7 (west of Milton, south of Butler)
APN's 103-06-019, 103-06-017A, 103-06-018A, 103-06-003B
Consisting of a total of 1.52 acres

North San Francisco (abutting Switzer Canyon Wash, aka Elks Lodge Property, south of Horny Toad Rd)
APN 110-03-001B
26.03 acres

Schultz Pass (east of Schultz Pass Road and north of Elden Lookout Rd)
APN 300-47-004
20 acres

Fire Station No. 2 (south of east First and west of North Second, adjacent to Joel Montalvo Park)
APN 107-04-046
.47 acres

Key Considerations:

Through the sale of these properties, the City will be able to move forward in the planning and development of the Courthouse facility.

Expanded Financial Considerations:

After paying the costs of the property sale, the City will primarily use the proceeds to fund a Courthouse. In addition, approximately $100,000 will be used to fund the final cost differential in the fire station construction project as authorized by the 2004 bond question.

Community Benefits and Considerations:

Inform

Staff has presented the sale of Firestation number two to the Parks and Recreation Commission, as the sale will directly impact a City owned park. The Commission requested that the use be compatible with nearby park and that can be addressed through the auction process.

Council Action:

Attachments: FireStationNo.7
NSanFrancisco
SchultzPass
OldFireStation2

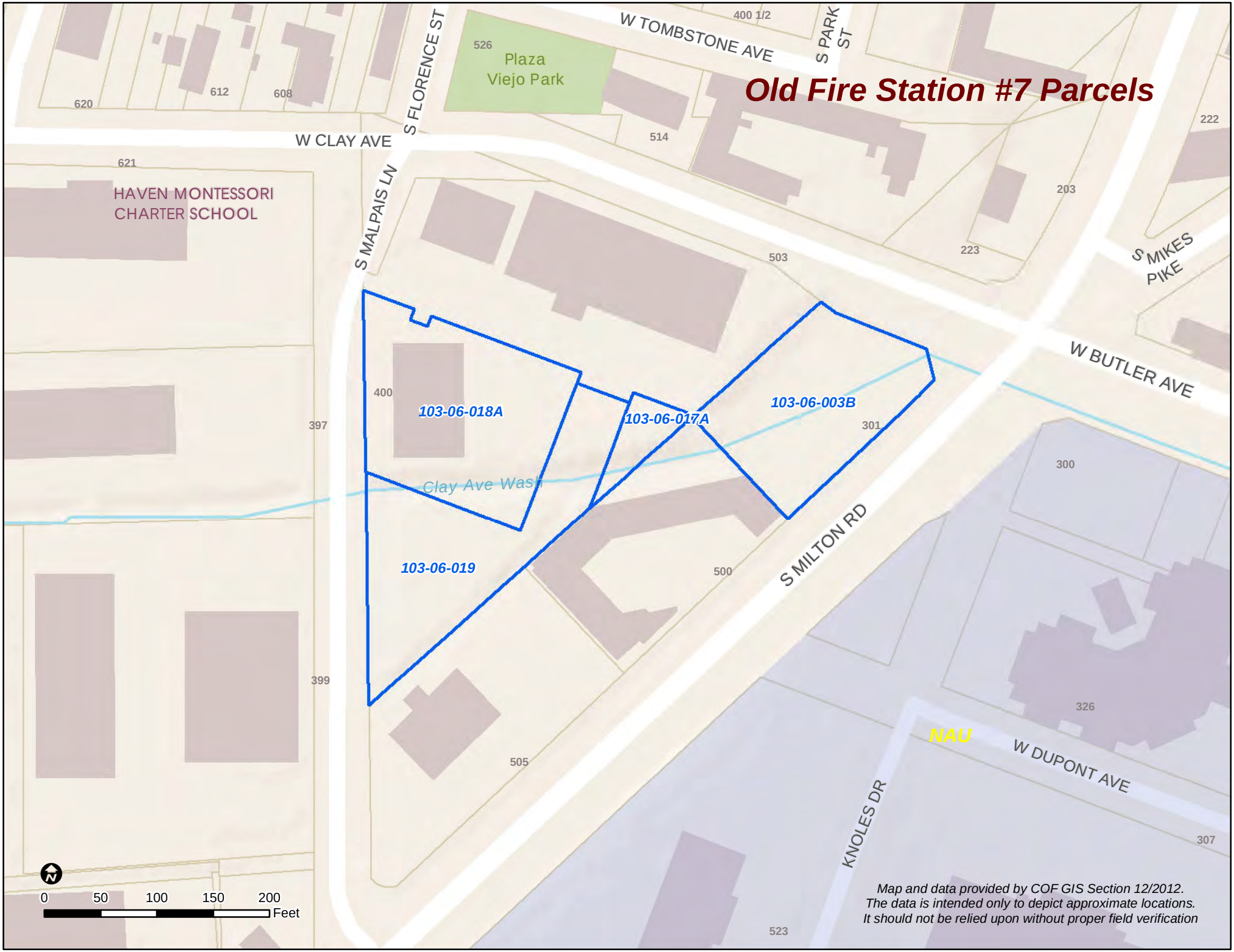
Form Review

Inbox	Reviewed By	Date
Real Estate Manager (Originator)	Jill Trompeter	12/11/2012 09:12 AM

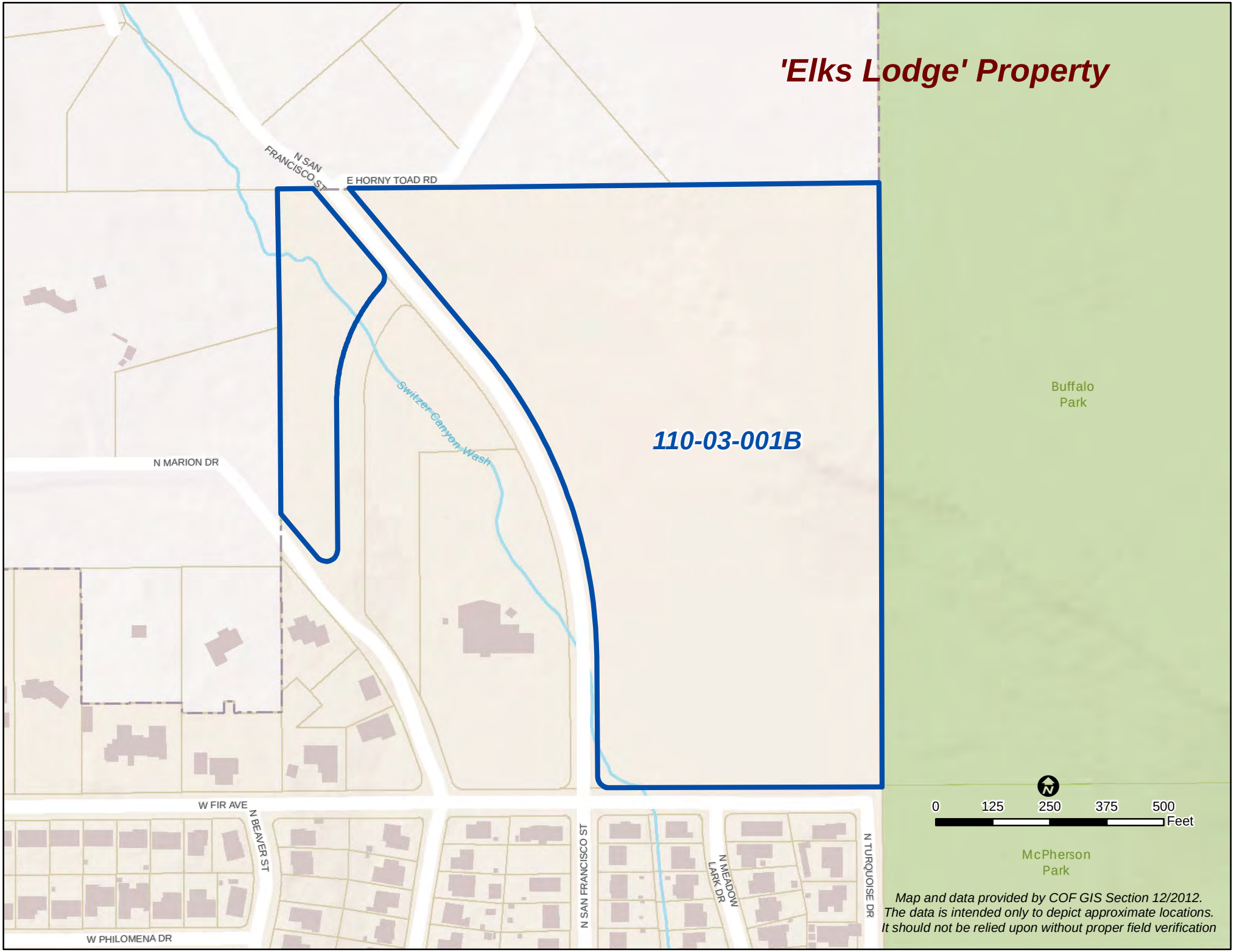
Purchasing Director	Rick Compau	12/19/2012 03:59 PM
Finance Director	Rick Tadder	12/20/2012 09:23 AM
Management Services Director	Barbara Goodrich	12/24/2012 01:24 PM
Legal Assistant	Vicki Baker	12/24/2012 01:53 PM
Deputy City Attorney	Michelle D'Andrea	12/27/2012 09:52 AM
Real Estate Manager (Originator)	Jill Trompeter	01/03/2013 12:13 PM
Purchasing Director	Rick Compau	01/03/2013 03:27 PM
Finance Director	Rick Tadder	01/03/2013 03:33 PM
Management Services Director	Elizabeth A. Burke	01/03/2013 04:36 PM
DCM - Jerene Watson	Jerene Watson	01/03/2013 06:17 PM
Real Estate Manager (Originator)	Jill Trompeter	01/04/2013 09:03 AM
Purchasing Director	Rick Compau	01/04/2013 09:25 AM
Finance Director	Elizabeth A. Burke	01/04/2013 09:41 AM
DCM - Jerene Watson	Jerene Watson	01/04/2013 09:54 AM
Real Estate Manager (Originator)	Jill Trompeter	01/07/2013 12:52 PM
Management Services Director	Barbara Goodrich	01/07/2013 02:10 PM
Real Estate Manager (Originator)	Jill Trompeter	01/08/2013 02:43 PM
DCM - Jerene Watson	Jerene Watson	01/08/2013 02:47 PM
Real Estate Manager (Originator)	Jill Trompeter	01/10/2013 09:46 AM
DCM - Jerene Watson	Jerene Watson	01/10/2013 09:54 AM

Form Started By: Jill Trompeter Started On: 12/06/2012 05:16 PM

Final Approval Date: 01/10/2013

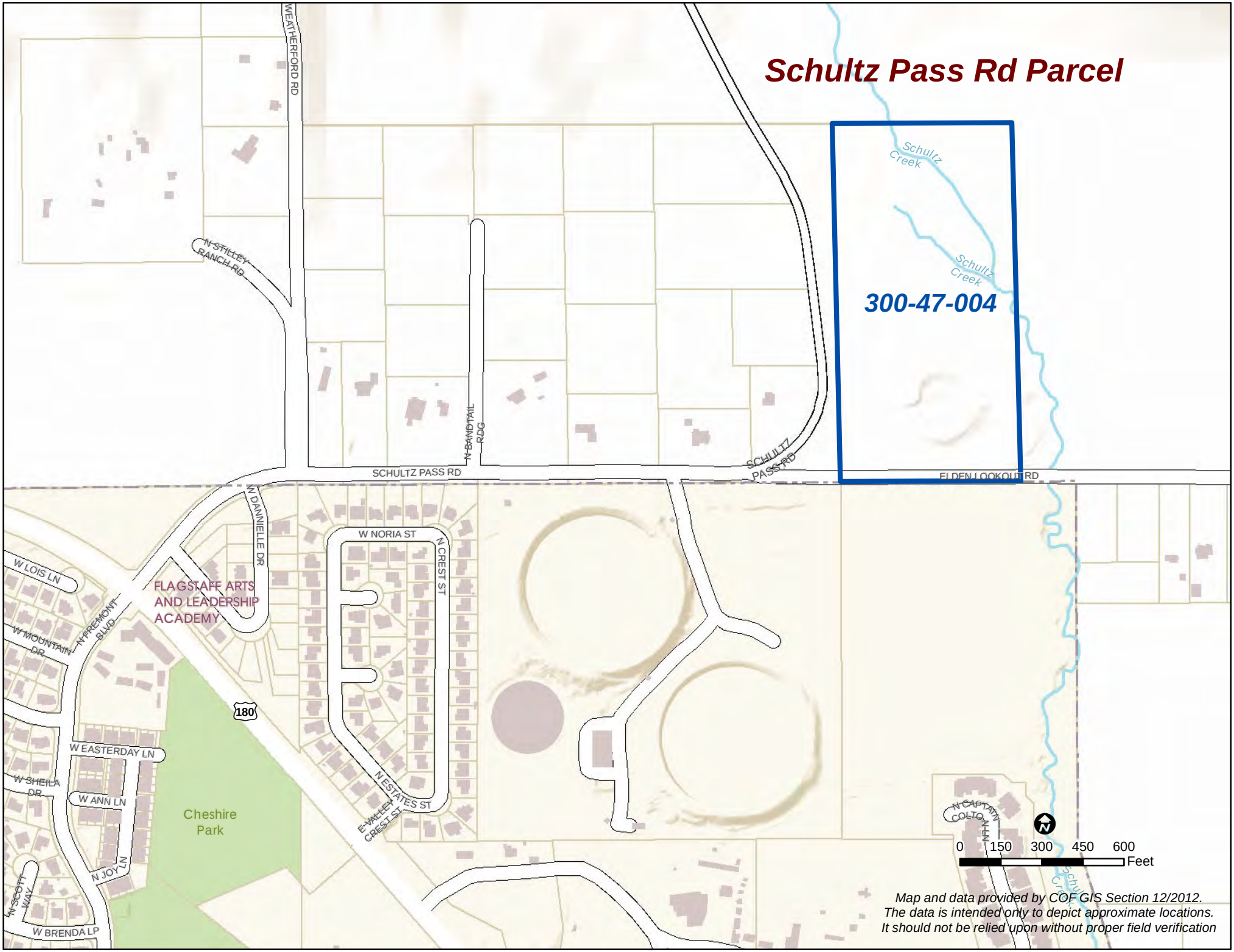

Old Fire Station #7 Parcels
W TOMBSTONE AVE
S PARK ST
400 1/2
526
Plaza
Viejo Park
S FLORENCE ST
620
612
608
W CLAY AVE
514
222
621
HAVEN MONTESSORI
CHARTER SCHOOL
S MALPAIS LN
203
503
223
S MIKES
PIKE
W BUTLER AVE
400
103-06-018A
103-06-017A
103-06-003B
397
301
300
Clay Ave Wash
103-06-019
500
S MILTON RD
399
326
NAU
W DUPONT AVE
505
KNOLES DR
307
523
0
50
100
150
200
Feet
Map and data provided by COF GIS Section 12/2012.
The data is intended only to depict approximate locations.
It should not be relied upon without proper field verification

'Elks Lodge' Property



Map and data provided by COF GIS Section 12/2012.
The data is intended only to depict approximate locations.
It should not be relied upon without proper field verification

Schultz Pass Rd Parcel



Map and data provided by COF GIS Section 12/2012.
The data is intended only to depict approximate locations.
It should not be relied upon without proper field verification

Old Fire Station #2
E FIRST AVE
N FIRST ST
N SECOND ST
N MAIN ST
E SPRUCE AVE
E MAPLE AVE
N FIRST ST
Joel Montalvo Park
West Street Wash
Spruce Ave Wash
Route 66 Trail
66
1807
1805
1803
1801
1800
2194
1804
2202
1801
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2311
2310
2308
1704
2300
2107
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1627
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1620
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1623
2160
0
50
100
150
200
Feet
Map and data provided by COF GIS Section 12/2012.
The data is intended only to depict approximate locations.
It should not be relied upon without proper field verification

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Margaret Penado, Risk Management Specialist

Date: 01/09/2013

Meeting Date: 01/15/2013

TITLE:

Consideration and Approval of Settlement for Injury Claim: Heirs of Kyle R. Garcia, Deceased (Gabriel Garcia, father; Santino Garcia, son of Kyle, a minor through his guardians Leandro and Eleanor Carillo; Solome Garcia , daugther of Kyle, a minor through his legal guardians, Harold and Angela Trimble, for their wrongful death claims) versus the City of Flagstaff.

RECOMMENDED ACTION:

Confirming settlement between the City of Flagstaff and statutory beneficiaries of deceased Kyle R. Garcia. Listed beneficiaries are Santino Garcia, a minor child and his guardians; Leandro and Eleanor Carillo; Salome Garcia, a minor child, and her guardians: Harold and Angel Trimble, and Gabriel Garcia, father of the deceased.

Policy Decision or Reason for Action:

Confirming settlement agreement of $100,000 for a full mutual release of all claims related to the City resolved by this settlement. Case # CV2008-00731 dismissed with prejudice, all parties to pay their own costs and attorney's fees.

Financial Impact:

- The City's self insurance trust fund has paid $50,000 in defense costs prior to reaching settlement. Travelers Insurance on behalf of the City has agreed to pay $100,000 settlement as well as any residual defense costs (presently $297,293.73)
- Note that the State of AZ agreed to pay ½ of the defense cost on this case due to their involvmeent. To date they have paid $143,602.51 to Travelers on 04/11/2012.

Connection to Council Goal:

Effective governance and appropriation of resources

Has There Been Previous Council Decision on This:

March 12, 2007, Council authorized expenditure of City's $50,000 self insured retention and to proceed with defense and/or settlement of claim. The action also authorized City Manager to execute necessary documents to effectuate settlement

Options and Alternatives:

Confer further with insurance company regarding settlement and closure of case.

Community Benefits and Considerations:

Inform
Consult
Involve
Collaborate
Empower

(Choose one of the above and then delete remaining text. For a fuller definition, hover over the title bar above for this text box.)

Council Action:

Attachments: Garcia Fully Executed Settlement and Release

Form Review

Inbox	Reviewed By	Date
Risk Manager	Elizabeth A. Burke	01/09/2013 01:42 PM
Legal Assistant	Vicki Baker	01/09/2013 02:02 PM
Senior Assistant City Attorney DW	David Womochil	01/09/2013 03:55 PM
Risk Manager	Elizabeth A. Burke	01/09/2013 05:46 PM
Risk Management Specialist (Originator)	Margaret Penado	01/10/2013 08:34 AM
Legal Assistant	Vicki Baker	01/10/2013 08:56 AM
Senior Assistant City Attorney DW	David Womochil	01/10/2013 09:14 AM
Senior Assistant City Attorney DW	David Womochil	01/10/2013 09:14 AM
DCM - Jerene Watson	Elizabeth A. Burke	01/10/2013 09:25 AM
Senior Assistant City Attorney DW	Elizabeth A. Burke	01/10/2013 09:26 AM
DCM - Josh Copley	Josh Copley	01/10/2013 09:36 AM
DCM - Jerene Watson	Elizabeth A. Burke	01/10/2013 09:38 AM
Senior Assistant City Attorney DW	David Womochil	01/11/2013 10:13 AM

Form Started By: Margaret Penado Started On: 01/09/2013 01:02 PM

Final Approval Date: 01/11/2013

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered between and among: Santino Garcia, a minor child, and his guardians: Leandro and Eleanor Carrillo; Salome Garcia, a minor child, and her guardians: Harold and Angel Trimble and Gabriel Garcia; Gabe Garcia, and all statutory beneficiaries who have or could have brought claims under A.R.S. §12-611 et. seq. (the wrongful death statute), hereafter referred to as the "Claimants", and the City of Flagstaff, its officers, employees, agents, Council Members, Mayor, or anyone who could be held vicariously liable for any and all acts arising out of the Notice of Claim and Complaint submitted and filed by the Claimants, hereafter referred to as the "City". The Claimants and the City are collectively referred to herein as "the Parties."

RECITALS

A. On or about August 19, 2006, the Claimants allege to have been injured as a result of actions taken by the City. The Claimants submitted a Notice of Claim and then filed a complaint in Maricopa County Superior Court, entitled Garcia, et al. v. City of Flagstaff, et al. which bears the cause number CV2008-007311("the Complaint").

B. Despite the fact that liability has not been admitted regarding the claims asserted in the Complaint, the Parties desire to finally and fully resolve all past, present, and potential disputes, claims, and issues as between the Parties only relating to or arising out of the Complaint and the facts and circumstances that gave rise to the Complaint. As a result, this Settlement Agreement has been negotiated and entered into in an effort to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation. This Settlement Agreement is intended to resolve any dispute which may exist between the Parties. The Parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

C. This Settlement Agreement is NOT intended to resolve any disputes between the Claimants and the State of Arizona, their Agencies, their employees, agents, or officers. No consideration is paid by the City to resolve any claims on behalf of the State of Arizona and any claims brought by the Claimants against the State of Arizona contained in their Complaint survive this Agreement, but in no event shall the City, as defined above be financially responsible for any judgment, settlements, or indemnification obligations other than what is contained in this Agreement.[1]

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[1] To the extent the State of Arizona is vicariously liable for the acts of Flagstaff police officer Shawn Gilleand, this release is not intended to provide consideration for or release Officer Gilleand for his acts while operating as an agent of the State of Arizona or Department of Public Safety, but only for any and all acts made on behalf of the City of Flagstaff for which the City is or could be vicariously liable nor is it intended to release the State for its

AGREEMENT

The parties agree as follows:

1.0 Release and Discharge.

1.1 In consideration of the payments set forth in Section 2, the Claimants hereby completely release and forever discharge the City of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, survival claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which Claimants now have, or which may hereafter accrue or otherwise be acquired on account of, or in any way growing out of the death of Kyle R. Garcia that occurred on August 19, 2006 including, without limitation, any and all known or unknown claims which now exist or may hereafter arise in favor of Claimants in connection with the alleged injuries to Claimants arising from the death of Kyle R. Garcia. This Settlement Agreement shall be fully binding and a complete settlement.

1.2 From any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Claimants now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings).

1.3 This release and discharge shall also apply to the City and their past, present and future spouses, officers, directors, stockholders, attorneys, agents, insurers, excess insurers, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.4 The Claimants warrant that out of the proceeds paid pursuant to Section 2 of this Settlement Agreement, they will satisfy any and all legally valid but unpaid and unsatisfied hospital or medical bills and/or liens and will indemnify and hold harmless the City and their agents and representatives, spouses and dependents from any and all claims, demands, actions and causes of action, and all liability which might arise from any legally valid but unpaid or unsatisfied hospital or medical bill and/or lien or lien of any other kind which might apply to the proceeds paid herein.

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vicarious liability for the actions of Officer Gilleland individually or while acting as part of GITEM (Gang Immigration Intelligence Team Enforcement Mission) Task Force.

1.5 Claimants declare and represent that there are no liens or encumbrances on the settlement proceeds referenced hereinabove or that, to the extent there are or may be such liens or encumbrances, hereby covenants and agrees to satisfy such liens or encumbrances from these proceeds and hereby directs the attorney for the undersigned to do so.

1.6 Claimants further agree to defend, reimburse, hold harmless and indemnify the City from any liability arising from: (1) any subrogation claim to which Claimant's recovery may be subject; (2) liens for any compensation paid under any statute or regulation, state or federal; (3) medical payments due or claims to be due; (4) any attorney lien asserted by any prior legal representative; (5) any contract pertaining to the proceeds from the settlement referred to in this Settlement Agreement; and/or (6) all claims, liens, subrogation claims, obligations, actions, causes of action, damages, attorney's fees, costs and expenses of every kind that may ever be sought by anyone for any reason in any way related to the enforcement of any such claims, liens, actions, damages, fees, costs or expenses.

1.7 Specifically, Claimants agree that the City is not responsible for payment of: (1) any medical or mental health treatment required by Claimants as a result of or arising from the Incident which occurred on or about August 19, 2006; (2) any hospital liens, whether known or unknown, that have been filed or may be filed for past or future medical expenses; (3) any claims for recovery for medical and health services and care that have been asserted or may be asserted in the future by the United States of America pursuant to the Medical Care Recovery Act, 42 U.S.C. § 2651 or pursuant to any other federal statute, rule, or regulation; (4) any subrogation lien; or (5) any bills, claims, and liens in any manner, whether known or unknown, arising in favor of any health care provider who has provided medical or health care of any kind to Claimants, either in the past or in the future.

1.8 Claimants further declare and represent that they have not filed any claims with Medicare or Medicaid as a result of the Incident that occurred on or about August 19, 2006, and is not a recipient of Medicare or Medicaid, and that if they do so in the future they are solely responsible for payment and reimbursement of said liens. Consequently, pursuant to 42 U.S.C. § 1395(b)(7) & (8), this settlement does not have to be reported to Medicare or Medicaid.

2.0 Payments.

Hundred Thousand Dollars ($100,000) to the Claimants with the check made payable to Treon Aguirre Newman & Norris PA, as Attorneys and in trust for their clients.

3.0 Attorney's Fees.

Each party hereto shall bear their own all attorney's fees and costs arising from the actions of its own counsel in connection with the Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

4.0 Court Approval.

Claimants agree as a condition of the Settlement Agreement to obtain timely Court approval of the Settlement and distribution of the proceeds as set forth herein. No distribution of settlement funds will be made until Court approval is obtained. If Court approval is not obtained, the Settlement is null and void, as approval is a necessary condition precedent the Settlement. Claimants shall deliver to counsel for the City a copy of the executed Court approval of the Settlement.

5.0 Delivery of Dismissal with Prejudice.

Concurrently with the execution of this Settlement Agreement, counsel for the Claimants shall deliver to counsel for the City an executed Stipulation for Dismissal with Prejudice of the Complaint. The Claimants authorize counsel for the City to file said Stipulation with the Court and enter it as a matter of record.

6.0 Representations and Warranties.

6.1 This Settlement Agreement is the result of negotiations between Parties who have obtained legal advice concerning the meaning and effect of this Settlement Agreement, and they had sufficient time to consider the meaning and effect of this Settlement Agreement.

6.2 The enforceability of this Settlement Agreement is not affected by the provisions of any other agreement to which such party is a party and will not conflict with any provision of any law or regulation to which such party is subject.

6.3 Any person executing this Settlement Agreement warrants that they have the full authority to enter into the terms and conditions of, and to execute this Settlement Agreement on behalf of the party for whom they are signing, irrespective of the competency of such party.

7.0 Warranty of Capacity to Execute Agreement.

The Claimants represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this

Settlement Agreement, except as otherwise set forth herein; that the Claimants have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that the Claimants have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

The Claimants agree that as signors to this Agreement, they warrant that they are the statutory Plaintiffs and fiduciary for all proceeds arising out of the death of Kyle Garcia and agree, in that capacity, and as part of their fiduciary obligation, that they will indemnify and hold harmless the City for any claims by any persons made to the settlement proceeds paid by the City under this agreement. Claimants represents that they are unaware of anyone else having made a claim or filed a lawsuit regarding the death of Kyle Garcia.

8.0 Scope of Releases.

Without limiting the generality of the foregoing, the full release of all claims provided above applies to all claims that are in any way related to the Complaint.

9.0 No Admission.

Nothing in this Settlement Agreement shall constitute an admission by any of the Parties of any liability or wrongdoing whatsoever, but this Settlement Agreement represents a compromise and settlement of disputed claims and an effort to avoid further litigation expenses. This Settlement Agreement and the fact of settlement of the Complaint, including all negotiations, discussions, and proceedings connected with it, leading up to the settlement, as well as any action taken to carry out the terms of the settlement, shall not constitute any admission of liability or give rise to any presumption or inference of any violation of any statute or law or of any fault, wrongdoing, or liability whatsoever. Without limiting the foregoing, the Parties further agree that this Settlement Agreement does not manifest an acceptance of any other party's factual or legal positions taken or asserted in the Complaint or otherwise.

10.0 Severability.

If a court of competent jurisdiction declares any of the Settlement Agreement's provisions unenforceable, the remaining provisions shall be enforced as though the Agreement does not contain the unenforceable provisions; provided, however, that the obligation to pay the Settlement Amount to the Claimants is conditioned on the full enforcement of the release and discharge set forth in Section 1.0, and the dismissal of the Complaint with prejudice.

11.0 Governing Law and Construction.

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. This Settlement Agreement is the result of negotiations between the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in, or not contained in, previous drafts of this Settlement Agreement shall have no bearing upon the proper interpretation of this Settlement Agreement. This Settlement Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Settlement Agreement, for a complete resolution of the Complaint.

12.0 Additional Documents.

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

13.0 Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between the Claimants, the and the City with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. This Settlement Agreement, as well as the documents contemplated hereunder to effectuate this Settlement Agreement, is a fully integrated document, containing the entire understanding among the Parties, and supersedes and integrates any prior understandings or written or oral agreements or negotiations among the Parties respecting the subject matter hereof.

14.0 Indulgences Not Waivers.

Except as otherwise provided herein, neither any failure nor any delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or of any other right, remedy, power or privilege.

15.0 Modifications and Amendments.

This Settlement Agreement shall not be amended or modified except as may be in writing and signed by all parties to this Settlement Agreement.

16.0 Headings.

The headings used in this Settlement Agreement are used for convenience of reference only and do not constitute substantive matter to be considered in construing the terms of this Settlement Agreement.

17.0 Recitals.

The Recitals set forth herein are incorporated as a part of this Settlement Agreement, and the Parties represent and warrant the truth of all that is contained in the Recitals, as it applies to the party so representing. The Parties agree that the covenants set forth herein are contractual and not mere recitals.

18.0 Counterparts and Facsimile.

This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument. Signatures of the Parties may be submitted via facsimile.

19.0 Effectiveness.

This Settlement Agreement shall become effective immediately following execution by each of the parties.

Dated: 1-7-13

Leandro Carrillo, as legal guardian of SANTINO GARCIA, a minor and son of Kyle R. Garcia

Dated: 1-7-13

Eleanor Carrillo, as legal guardian of SANTINO GARCIA, a minor and son of Kyle R. Garcia

Dated: 1-7-13

HAROLD TRIMBLE as legal guardian of SALOME GARCIA, a minor and daughter of Kyle R. Garcia

Dated: 1/7/13

ANGELA TRIMBLE as legal guardian of SALOME GARCIA, a minor and daughter of Kyle R. Garcia

Dated: 1/7/13

GABRIEL GARCIA as father of Kyle R. Garcia

Richard T. Tran

Richard T. Tran
1-7-13
Approved as to Form and Content

2712215

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Roger Eastman, Zoning Code Administrator

Date: 01/09/2013

Meeting Date: 01/15/2013

TITLE:

Consideration and Adoption of Ordinance No. 2013-01: An ordinance amending Title 8, Public Ways and Property, Chapter 8-03, Streets and Public Ways, Section 8-03-001-0004, Removal of Snow and Ice, and declaring an emergency.

RECOMMENDED ACTION:

1. Read Ordinance No. 2013-01 by title only for the first time on January 15, 2013.
2. Read Ordinance No. 2013-01 by title only for the final time on January 15, 2013. (This requires a unanimous vote of the Council members present. City Charter, Article VII, Section 6)
3. Adopt Ordinance No. 2013-01 on January 15, 2013 (Requires six affirmative votes because of emergency clause)

Policy Decision or Reason for Action:

Amendments to City Code Section 8-03-001-0004, Removal of Snow and Ice, are proposed to enhance public safety, improve existing conditions by ensuring that sidewalks are maintained free from snow and ice in a safe, non-hazardous, and walkable condition following a snow storm. In addition, governmental efficiency will be improved, and there will be savings in staff time and overall City resources through more streamlined and efficient enforcement. It is hoped that these amendments will be adopted under an emergency clause so that they become effective as soon as possible for implementation this winter.

Financial Impact:

None.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

No, not since November 2008 when amendments to this section were approved under Ord. No. 2008-31.

Options and Alternatives:

Please refer to Options and Alternatives provided on Page 3.

Background/History:

Section 8-03-001-0004, Removal of Snow and Ice, of the City Code provides requirements for the removal of snow and ice from City sidewalks by adjoining property owners to ensure public safety. The City's first snow clearing code was adopted in October 1915. Over the years it has been updated and improved, with the latest amendments approved in November 2008 when certain clarifying language was inserted into the section.

For the most part, as a result of extensive outreach by Code Compliance staff over the past few years, most property owners take responsibility for clearing snow and ice from sidewalks after a storm event. This is especially true in single-family residential areas where many property owners are responsive to the City's codes for clearing sidewalks. However, it is in the commercial and multi-family residential areas of the City, and where sidewalks abut vacant and undeveloped lots, where the greatest number of violations are found, and hence where the greatest risks to public safety occur.

In recent years, staff has identified a number of problems with the existing code that includes for example, property owners taking advantage of the two twenty-four hour windows imposed by the ordinance from the last snowfall and from the notice of snow removal to avoid their obligation to remove the snow and ice from abutting sidewalks, or they do so only at the end of the forty-eight hour limit. What this means is that property owners are not clearing sidewalks in a timely manner resulting in unsafe conditions on ~~their~~ the sidewalk, and often pedestrians choose to walk in the street in vehicle travel lanes because it is perceived to be safer. Staff has documented adults of all ages as well as young children walking in travel lanes because it is deemed safer to do so than to risk falling on the ice and snow on the sidewalk (See photographs in Attachment A.). Another problem is that, as written, the existing code requires notice after each snow fall, requiring multiple notices to be sent to the same property owner during the winter months. This is obviously inefficient, cumbersome, and involves an unnecessary use of staff time and City resources. Finally, staff has noted that some commercial and multi-family residential property owners wait for City staff to tell them that sidewalks adjoining their property need to be cleared before doing so themselves, despite the City's regular notices requiring ~~them to clear their sidewalks~~ clearance. Also, some of these property owners frequently wait for the City to clear the sidewalk and to bill them for the services rendered as they find this more convenient than doing it themselves. For these reasons, staff has prepared amendments to Section 8-03-001-0004, Removal of Snow and Ice, as well as other minor amendments to clean-up the existing text.

The idea that property owners maintain public sidewalks free from snow and ice is common in the United States, and it has been upheld as law by the courts. Staff has conducted research into the snow and ice removal practices of 11 equivalent communities and used the ideas from the City of Boulder as the basis for the amendments to Section 8-03-001-0004, Removal of Snow and Ice of the City Code. It is noteworthy that some communities have much more restrictive standards than those in place and proposed for Flagstaff. Missoula, MT (population 57,000), for example, requires property owners to clear public sidewalks of snow, ice, slush, mud, and other impediments to foot travel by 9:00 a.m. the next day following the snowfall. Burlington, VT (population 39,000), requires property owners to clear public sidewalks within 4 hours of cessation of snowfall if cessation occures in the daytime, or by noon of the following day if the snow ceases during the night. One of the reasons that cities and towns require property owners to clear adjoining public sidewalks of snow and ice is becuase it is prohibitively expensive for the municipalities to do it themselves. The City of Flagstaff has 318 miles of public sidewalk within the City limits, the maintenance of which by the Public Works Division instead of adjoining property owners, would involve the hiring of numerous part time employees and additional supervisory staff, the purchase of new equipment, and other unknown costs and challenges to the organization.

Key Considerations:

Approval of the proposed amendments to Section 8-03-001-0004, Removal of Snow and Ice, as provided in Ord. 2013-01, will enable the more efficient utilization of staff resources to ensure ~~that~~ public safety by the maintenance of sidewalks ~~are maintained~~ free from snow and ice in a safe, non-hazardous, and walkable condition following a snow storm. Specifically, Subsections A. through D. are proposed to be amended to include a requirement for the clearing of crosswalk ramps as well as sidewalks, improved notification requirements with an annual notice provided to property owners per snow season, and clearer procedures for City abatement of unsafe sidewalks if needed.

Expanded Financial Considerations:

Not applicable.

Community Benefits and Considerations:

If this amendment to City Code Section 8-03-001-0004, Removal of Snow and Ice, is adopted it will improve public safety ~~existing conditions~~ by ensuring that sidewalks are maintained free from snow and ice in a safe, non-hazardous, and walkable condition following a snow storm. In addition, governmental efficiency will be improved, and there will be savings in staff time and overall City resources through more streamlined and efficient enforcement.

Community Involvement:

Inform

Flagstaff residents have been informed of this proposed change through one-on-one interactions with property owners when staff have had to discuss with them the need to clear their sidewalks in a timely manner. In addition, the issue has been mentioned on weekly radio programs, advertised on local media community bulletin boards, and posted to the City's web page as part of the January 15th agenda packet.

Expanded Options and Alternatives:

Option 1. Adopt amendments to Section 8-03-001-0004, Removal of Snow and Ice, as provided in Ord. 2013-01.

Option 2. Adopt amendments to Section 8-03-001-0004, Removal of Snow and Ice, as provided in Ord. 2013-01, subject to any additional amendments agreed to by the City Council.

Option 3. Do not adopt Ord. 2013-01 and, therefore, leave Section 8-03-001-0004, Removal of Snow and Ice, as is without amendment.

Council Action:

Attachments: Ord. 2013-01
Photos

Form Review

Inbox	Reviewed By	Date
Senior Assistant City Attorney JS	James Speed	12/31/2012 09:12 AM
Planning Director	Jim Cronk	01/02/2013 02:33 PM
Zoning Code Administrator (Originator)	Roger Eastman	01/02/2013 03:06 PM
Senior Assistant City Attorney JS	James Speed	01/02/2013 03:15 PM
Planning Director	Jim Cronk	01/02/2013 03:49 PM
Senior Project Manager	James Duval	01/02/2013 04:24 PM
Legal Assistant	Vicki Baker	01/02/2013 04:40 PM

Senior Assistant City Attorney JS	James Speed	01/03/2013 07:50 AM
Community Development Director	Mark Landsiedel	01/03/2013 09:24 AM
DCM - Jerene Watson	Jerene Watson	01/03/2013 11:33 AM
Community Development Director	Mark Landsiedel	01/03/2013 01:31 PM
DCM - Jerene Watson	Jerene Watson	01/03/2013 02:44 PM
Zoning Code Administrator (Originator)	Roger Eastman	01/08/2013 08:36 AM
Senior Assistant City Attorney JS	James Speed	01/08/2013 08:38 AM
Planning Director	Jim Cronk	01/08/2013 01:07 PM

Form Started By: Roger Eastman Started On: 12/26/2012 08:52 AM

Final Approval Date: 01/09/2013

ORDINANCE NO. 2013-01

AN ORDINANCE AMENDING FLAGSTAFF CITY CODE TITLE 8, *PUBLIC WAYS AND PROPERTY*, CHAPTER 8-03, *STREETS AND PUBLIC WAYS*, SECTION 8-03-001-0004, *REMOVAL OF SNOW AND/OR ICE*; AND DECLARING AN EMERGENCY

RECITALS:

WHEREAS**,** in the immediate aftermath of inclement winter weather, certain Flagstaff residents and businesses fail to remove snow and ice from the sidewalks and curb ramps/cuts abutting their premises, or fail to clear sidewalks of snow and ice in a manner that ensures that all pedestrians can safely traverse public sidewalks; and

WHEREAS, this failure to adequately remove snow and ice from the public sidewalks results in a lack of reasonable access and mobility for residents and visitors, and causes significant public safety issues; and

WHEREAS, the current version of the City's snow removal ordinance contains various provisions that frustrate the efficient and timely removal of snow and ice from public sidewalks, thereby hindering the flow of pedestrian traffic and, ultimately, endangering the health, safety and welfare of the citizens of the City of Flagstaff; and

WHEREAS, in order to provide more uniform and effective regulation of public sidewalks, the Mayor and City Council of the City of Flagstaff desire to amend Flagstaff City Code, Section 8-03-001-0004, Removal of Snow and/or Ice, in order to update the City's snow and ice removal requirements, and to add measures that protect pedestrians from the dangers associated with the accumulation of snow and ice on public sidewalks.

ENACTMENTS:

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

SECTION 1. That Section 8-03-001-0004, REMOVAL OF SNOW AND/OR ICE, is hereby amended as follows:

SECTION 8-03-001-0004 REMOVAL OF SNOW AND/OR ICE:

A. Deposit on Public Thoroughfares: It shall be unlawful for any person within the corporate limits of the City to remove or cause to be removed any snow or ice from any private property within said City and place or deposit same upon a public street, avenue, alley or sidewalk within the City. For purposes of this section, "person" means any person, firm, partnership, association, organization, corporation, company or organization of any kind, public or private.

B. Removal Required: ~~The owner, occupant, tenant or person~~ Any person ~~having the care of~~ who owns, leases or occupies ~~any~~ a building, ~~or~~ lot or parcel of land bordering ~~on~~ any public street, avenue, alley, square or other public place within the City shall at all times keep the sidewalks, curbs, and crosswalk ramps ~~leading into crosswalks~~ abutting upon

or adjacent to the building, lot or ~~lots~~ parcel owned or occupied by them free and clear of any accumulation of snow, ice, ~~dirt~~ or other obstruction. Any such ~~owner or occupant~~ person who fails to remove the snow, ice, ~~dirt~~ or other obstruction from the sidewalks as promptly as reasonably possible, but in any event no later than ~~within~~ twenty four (24) hours after the accumulation of snow and ice, shall be deemed guilty of a misdemeanor. Such persons are jointly and severally liable for such responsibility, both criminally and administratively. The removal of snow ~~and~~ or ice shall mean free of snow ~~and~~ or ice for the entire constructed width and length of the sidewalk~~.~~, except those with a width exceeding five feet, which must be cleared to a width of at least five feet. The accumulation may be from any source, including snow plows, traffic, precipitation, or drifting. (Amended Ord. No. 2008-31, 11/04/2008)

C. ~~Noncompliance~~ Comprehensive Planning and Code Administrator Authorized to Correct Hazardous Situation on Sidewalks: Should any ~~owner or occupant of~~ person owning, leasing or occupying any building, ~~grounds or premises~~ lot or parcel within the City fail, neglect or refuse to remove from the sidewalk, curbs and crosswalk ramps adjacent thereto~~, within twenty four (24) hours after written notice from the Public Works Director or designee~~ all accumulations of snow, ice, or other obstruction from the ~~entire constructed width and length of the~~ sidewalk, as required by subsection (B.) of this section, including the tops of those curbs which indicate parking restrictions, and clear passage of sidewalk ADA ramps leading to crosswalks, then the ~~Public Works Director~~ Comprehensive Planning and Code Administrator (the "Code Administrator") ~~or designee~~ is authorized to remove such snow, ice or other obstruction ~~at the expense of such owner or occupant~~. If the Code Administrator intends to charge any person responsible for keeping sidewalks, curbs, and ramps abutting the premises clear of snow or ice, then the Code Administrator will satisfy the requirements of this section. ~~In the event of such removal, the Public Works Director or designee shall prepare a bill for the actual costs of removal of snow, ice, dirt or other obstruction, including the actual costs of any additional inspection and other incidental connected costs. The statement shall inform the owner or occupant that failure to pay the bill will result in a lien against the property. If the actual costs are not paid by the owner or occupant within ten (10) calendar days after receipt of the bill, the bill shall be collectible from the person or persons owning or occupying such building, grounds or premises.~~ For purposes of this section, "Comprehensive Planning and Code Administrator" means the City of Flagstaff's Comprehensive Planning and Code Administrator, or his or her designee. (Amended Ord. No. 2008-31, 11/04/2008)

D. If the Code Administrator finds that any portion of a sidewalk, curb or ramp has not been cleared of snow or ice as required by subsection (B.) of this section, and that a hazardous condition exists, the Code Administrator is authorized to charge the costs of clearing the snow or ice to the person responsible under this section.

1. The Code Administrator will notify the person who owns, leases or occupies any building, lot or parcel of land, that such person must remove the snow or ice within the earlier of twenty-four hours or 12:00 noon of the day following the notice.

2. Notice under this subsection is sufficient if hand delivered, emailed or telephoned to such person, or by posting on the premises. The Code Administrator shall provide at least one notice per annual snow season (November 1 to April 1) to persons responsible for keeping public sidewalks, curbs or ramps clear of snow

or ice. After the first notice has been sent, the Code Administrator may cause the public sidewalks, curbs and ramps to be cleared after the time period set forth in subsection 8-03-001-0004(B.).

3. The notice shall state that the snow or ice shall be removed and that, if it is not removed within the earlier of twenty-four hours or 12:00 noon of the day following the notice, the removal may be done at the behest of the City and all costs of the snow or ice removal may be imposed.

E. Charges for Snow or Ice Removal. If the person so notified fails to remove the snow or ice as required by the notice prescribed by subsection (D.) of this section, than the Code Administrator may cause the snow or ice removal to meet the requirements of this section and charge the costs thereof, the costs of inspection, plus an additional $50.00 for administrative costs, to the person so notified and the owner, jointly and severally.

~~D.~~F. Hearing Procedure: An owner or occupant from whom a bill for snow or ice removal costs is collectible, as set forth above, may request an administrative hearing with regard to the bill under the procedures which follow.

1. Within ten (10) calendar days after receipt of the bill for the ~~actual~~ costs of removal of snow, ice~~, dirt~~ or other obstruction from the City, as provide in Subsection D, above, the responsible party may request an administrative hearing regarding the written notice and the bill. The request for hearing must be in writing, state the objections to the notice and the bill, and be mailed or delivered to the Code Administrator ~~Director of Public Works~~.

2. Upon receipt of the hearing request, the Code Administrator ~~Director of Public Works~~ shall forward a copy of the request to the Municipal Court Administrator for assignment to a Municipal Court judge who shall preside as an administrative hearing officer. The Municipal Court Administrator shall promptly notify the parties of the hearing date for the matter. Neither the City nor the responsible party is required to be represented by counsel, but may be if they so choose. No pre-trial discovery shall be permitted absent extraordinary circumstances. Immediately before the hearing, both parties shall produce for inspection any exhibits and written or recorded statements of any witness which are to be offered at the hearing. Failure to produce exhibits or statements may result in the hearing officer denying admission of the evidence not produced. The hearing officer may call and examine witnesses, including the responsible party. All testimony shall be given under oath or affirmation. No person may be examined or cross-examined at a hearing except by the hearing officer, an attorney for a party, or the responsible party. The Arizona Rules of Evidence shall not apply in the hearing; any evidence offered may be admitted subject to a determination by the hearing officer that the offered evidence is relevant, material, and has some probative value to a fact at issue. If the party requesting the hearing fails to appear, the hearing officer may enter a finding for the City.

3. If the hearing officer determines, after hearing the parties and considering their evidence, that the City's notice to the responsible party was accurate, delivered to the proper party or parties, and that the bill for the actual cost of removal was supported by the City's evidence, then the hearing officer shall make a finding for the City on the bill. The responsible party may appeal the hearing officer's

decision to the City Council at a regularly scheduled meeting by filing a written request with the City Clerk for appeal within five (5) days after receipt of the hearing officer's decision. The request for appeal shall specify the grounds for reversal of the hearing officer's decision. The City Council may affirm, reverse, amend or remand the matter to the hearing officer if it finds that the hearing officer's decision is not supported by substantial evidence, is arbitrary and capricious, or is not in conformance with the law.

~~E.~~ G. If no hearing was requested on the notice or amount assessed for removal, or if an appeal was taken and the Council affirmed or modified the amount of the assessment, the assessment shall be recorded in the office of the Coconino County Recorder, including the date, amount of the assessment, and the legal description of the property against which the assessment is made. From the date of its recording, the assessment shall be a lien on the property and shall accrue interest at the rate prescribed by Arizona Revised Statutes, Section 44-1201. The City shall have the right to bring an action to enforce the lien in the Superior Court of Coconino County at any time after the recording of the assessment, but failure to enforce the lien by such action shall not affect its validity. The recorded assessment shall be prima facie evidence of the truth of all matters recited therein, and of the regularity of all proceedings prior to the recording of the assessment. A prior assessment for the purposes provided in this Section shall not be a bar to subsequent assessment or assessments for such purposes, and any number of liens on the same property may be enforced in the same action.

H. Both Prosecution and Correction of Condition Authorized. Proceeding under subsection 8-03-001-0004(C) through (G) shall not prevent or bar the City from prosecuting under 8-03-001-0004(B), nor shall prosecution under subsection 8-03-001-0004(B) prevent or bar the City from proceeding under subsection 8-03-001-0004(C) through (G).

SECTION 2. The City Council finds that the immediate operation of the provisions of this ordinance is necessary for the public peace, health and safety of the residents of the City of Flagstaff, and declares that an emergency exists and that this ordinance shall be in full force and effect upon its passage by the Council of the City of Flagstaff.

SECTION 3. That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and that the City Clerk be authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with Flagstaff City Code.

PASSED AND ADOPTED by the Mayor and City Council of the City of Flagstaff this 15th day of January, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

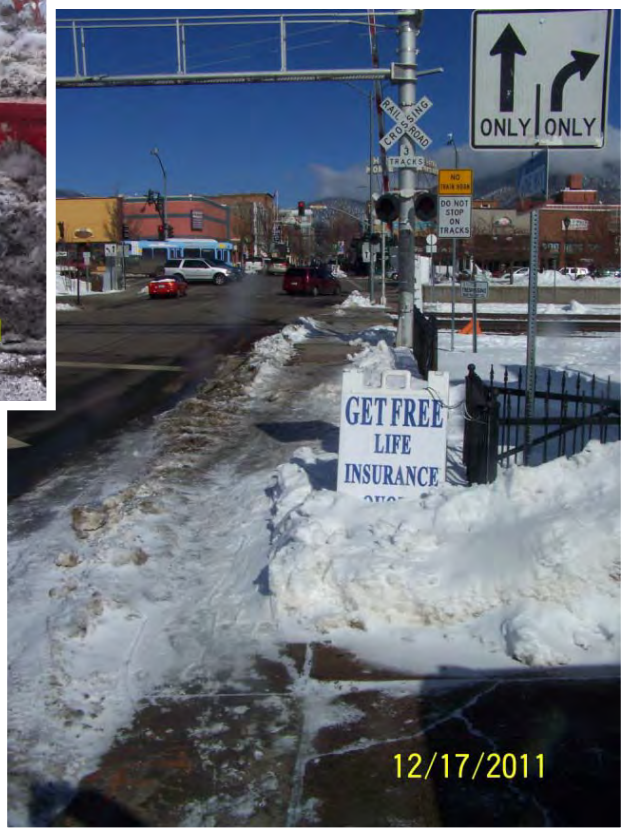
_____

CITY ATTORNEY

ATTACHMENT A.: Photographs Showing Sidewalks Uncleared of Snow and Ice

230
01/04/2011

02/23/2011


ONLY
ONLY
RAIL ROAD CROSSING
TRACKS
DO NOT STOP ON TRACKS
GET FREE
LIFE
INSURANCE
12/17/2011

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Roger Eastman, Zoning Code Administrator

Date: 01/09/2013

Meeting Date: 01/15/2013

TITLE

Discussion Item: Discussion to identify policy amendments to the Flagstaff Zoning Code.

RECOMMENDED ACTION:

At this meeting, staff will be seeking agreement and consensus on which policy amendments should remain on the list of possible amendments for future review and approval.

INFORMATION

On November 1, 2011, the Council, by unanimous vote, adopted the new Flagstaff Zoning Code. At the time of the Code's adoption, staff notified the Council that within 6-9 months a round of amendments to the Zoning Code would be presented to the Planning and Zoning Commission and Council for approval. With a document as complex as the Zoning Code, and despite staff's best efforts and attention to detail, it was realized that some standards or issues would be incomplete or incorrect. Over the past few months, City planning staff, as well as staff that work with the Zoning Code on a regular basis (i.e. from the engineering, traffic, stormwater, housing or legal sections/divisions), have documented sections of the Code where possible amendments would be required. Through a series of meetings that are still ongoing, staff from all of these sections/divisions is discussing the noted corrections and reaching agreement on how they should be amended and corrected. Ideas for amendments submitted by Flagstaff residents have also been included, and over the coming months members of the public will have opportunity to share their suggestions with staff.

At a work session with the Council on October 9, 2012 staff presented a suggested path forward for the adoption of amendments to the Zoning Code. At this meeting, it was agreed that staff would summarize the proposed amendments into a table so that decisions could be made as to whether the amendment was technical in nature or one that required a policy discussion by the Council – see Attachment A.

At a subsequent work session on November 27th a general discussion on policy and technical amendments to the Zoning Code took place. This was followed by a discussion on December 12th in which it was agreed that at a work session in January the Council would decide whether or not the policy issues identified so far would be kept on the list for consideration with the identified amendments to the Zoning Code.

At this time possible policy issues include the following:

<u>Division 10-20.50 - Zoning Map Amendment process</u>
This policy topic was originally suggested by the Mayor. The Zoning Code provides for three levels of submittal (small, medium, and large) based on the size and potential impact of a request for a Zoning Map amendment (sometimes more commonly referred to a zone change application). The submittal

requirements for each level vary with the least requirements applicable to a small scale application. The Mayor has suggested the need for a Council discussion on whether further reductions in rezoning submittal requirements could lead to more lands, within the City, being zoned with a designation to allow for quicker development.

Section 10-50.80.040.A - Increase the amount of parking for residences with 4+ bedrooms
This amendment is suggested by staff. In recent months, staff has seen an increase in applications for multi-family residential projects where each unit contains 4 or more bedrooms intended primarily for students. Unfortunately, the current standard for parking for multi-family units of this scale does not provide sufficient parking which has resulted in increased complaints from neighbors and surrounding property owners and problems with on-street parking especially in the winter months. Staff proposes to increase the minimum number of parking spaces for residences with 3 or more bedrooms.

Section 10-50.80.040.A - Delete the reduced parking standards for affordable housing
This amendment is suggested by staff. Staff has determined that the reductions in parking standards for affordable residential units do not work as people who live in these units do not necessarily have fewer vehicles than those who live in market-rate units. As a deficit of parking has resulted in recently completed affordable housing projects, with associated impacts to surrounding property owners, staff suggests that the parking standards for affordable residential units should be deleted. In the alternative, the reductions may only be applied to multi-family developments over a certain threshold based on the number of units or site area.

Section 10-50.80.060 - Reduce parking reduction within ¼ mile of transit
This amendment, suggested by staff, would decrease the allowed parking reduction for residential projects within ¼ mile of a transit stop from 10% to 5%. The reason for this suggestion is that most projects are within ¼ mile of a transit stop, and this reduction when added to other reductions (for affordable housing, preservation of resources, etc.), results in insufficient parking on a site.

Section 10-50.80.080 - Parking for disabled persons
This amendment, originally suggested by some members of the Council, would eliminate the additional standards for the number of accessible parking spaces and the increased dimensions for them as originally promoted by the Disability Awareness Commission, and instead would refer to applicable Federal ADA Standards.

Section 10-50.100.060 - Simplify permanent sign standards
These comprehensive amendments are suggested by staff. The Zoning Code includes the same standards from the former Land Development Code for the calculation of the area of building mounted signs, as well as very precise standards to determine where the signs may be placed on a building. These are often restrictive and difficult to apply when an unusual circumstance arises. Staff has therefore suggested that these standards be amended (this is supported by many sign design professionals) by eliminating the restrictive requirements on where a sign may be placed on a building, and instead allowing the business owner or property owner to decide where to place their sign. This change would provide less restrictive standards than those in the Zoning Code today.

Section 10-50.100.070 - Banners for NAU and temporary signs
This amendment, suggested by staff, would allow for the placement of temporary banners welcoming the Cardinals and NAU students, and supporting NAU sports teams. These banners are not currently authorized under the Zoning Code. Staff further suggests that the concept of temporary business signs should be reassessed and a different approach taken to make them more manageable to business owners and their use easier to administer by the City. Staff has developed a number of ideas to resolve this issue that will be presented to the Council at a future meeting. Related to this issue is an idea, suggested by staff, to allow for additional freestanding sign area so that all tenants in a multi-tenant building such as a strip mall may have an opportunity to have signage to advertise their business.

Section 10-50.100.090 - Expand the Comprehensive Sign Program so it can apply to non-commercial

uses
This suggestion by staff would allow the concept of a Comprehensive Sign Program (it allows for greater sign height and area if specific design performance measures are incorporated into the sign) to also be applied to non-commercial uses (multi-family residential, institutional, etc.).

Section 10-50.110.030 - Add Stacked Triplex as a building type
Staff has received a request from a Flagstaff resident to add the Stacked Triplex as a new building type within the Form-based Code component of the Zoning Code.

Once the Council provides direction to staff on which policy amendments should remain on the list of possible amendments, these issues would then be presented to the public for their comment and input before being presented to the Planning and Zoning Commission at a public meeting and a public hearing for a recommendation of approval and eventually the City Council for final approval. During this process it is possible that Flagstaff residents and/or the Planning and Zoning Commission may suggest additional policy or technical amendments.

Attachments: Table

Form Review

Inbox	Reviewed By	Date
Planning Director	Jim Cronk	12/27/2012 03:54 PM
Community Development Director	Mark Landsiedel	01/02/2013 03:18 PM
DCM - Jerene Watson	Jerene Watson	01/03/2013 11:31 AM

Form Started By: Roger Eastman Started On: 12/27/2012 03:38 PM

Final Approval Date: 01/09/2013

2012 Zoning Code Amendments
Summary of Proposed Amendments – Technical and Policy

Created: October 23, 2012
Last Updated: November 19, 2012

CITY of FLAGSTAFF
2012 Zoning Code Amendments

Notes:

1. Staff has completed *draft* amendments for almost all of the proposed amendments listed below, with the exception of the possible rework of a section in the Landscape Standards and Sign Standards (see below for a more detailed explanation).
2. This list is not complete, and some minor/technical amendments are still under ongoing staff review. Furthermore, additional amendments and ideas from community members and the Planning and Zoning Commission are still expected.
3. Listed here are only the more substantive technical or policy draft proposed amendments – clerical amendments with no substantive impact or that do not change the meaning of a provision have not been included. These will however, be provided to the Planning and Zoning Commission and City Council in the future.
4. On the few occasions when a new more restrictive standard has been suggested, this is noted as a possible Policy discussion with the City Council.

#	Section #	Section Name	Description of Proposed Amendment	Technical	Policy
	Chapter 10-20: Administration, Procedures and Enforcement				
1.	10-20.30.100	Final Decisions	B. Notice of Decision – amend to allow documentation in writing (including e-mail) rather than regular mail only	Yes	
2.	10-20.40.150	Temporary Use Permits	B. Time limits – clarify that the maximum time limit of 180 days is measured in a calendar year	Yes	
3.	10-20.40.150	Temporary Use Permits	C.3 Food vendors – i. delete the standards for temporary signs as they are established in the preceding paragraph e.	Yes	
4.	10-20.40.150	Temporary Use Permits	C.4 Merchandise and Service vendors – i. delete the standards for temporary signs as they are established in the preceding paragraph e.	Yes	
5.	10-20.40.150	Temporary Use Permits	C. Allowed Temporary Uses – two existing sections of the Zoning Code support the use of RV's as a temporary residence while a new home is under construction. This new section provides clarification of this intent.	Yes	
6.	10-20.50	Amendments to the Zoning Code Text and the Zoning Map	Revisit the process and submittal requirements for the approval of a Zoning Map amendment		Yes
	Chapter 10-30: General to All				
7.	10-30.50.040	Public Improvement Agreement	This section is redundant and may be deleted as there are other mechanisms in place (e.g. in the Engineering Standards).	Yes	
8.	10-30.60.030	General Site Planning Standards	H. Built Environment and Land Use Context - include bicycle and transit facilities as elements to be considered in a site analysis	Yes	

#	Section #	Section Name	Description of Proposed Amendment	Technical	Policy
9.	10-30.60.040 (new)	Natural Features and Site Drainage	Insert this as a new section into Division 10-30.60 (Site Planning and Design Standards) the standards from the former LDC's Design Guidelines that were inadvertently not included in the Zoning Code	Yes	
10.	10-30.60.060 (new)	Building Placement	Insert as a new section into Division 10-30.60 (Site Planning and Design Standards) the standards from the former LDC's Design Guidelines that were inadvertently not included in the Zoning Code	Yes	
11.	10-30.60.080	Parking Lots, Driveways, and Service Areas	Include text from the former LDCs Design Guidelines to reinforce the need for connections between parcels	Yes	
	Chapter 10-40: Specific to Zones				
12.	Table 10-40.30.030	Residential: B. Allowed Uses	Rooming and Boarding Facilities – consistent with the former LDC these uses should not be permitted in the ER Zone	Yes	
13.	Table 10-40.30.030.A	Common Open Space Requirements	Reduce the width standard for common open space and delete the depth standard to make it easier to provide common open space on new developments, especially on small lots	Yes	
14.	Table 10-40.30.040	Commercial: B. Allowed Uses	End Note 6 – consistent with the former LDC the development standards of the HR Zone should be added to support residential uses in commercial zones	Yes	
15.	Table 10-40.30.040	Commercial: B. Allowed Uses	Passenger Transportation Facilities – consistent with the former LDC this use should be a conditionally permitted use in the HC Zone	Yes	
16.	Table 10-40.30.040	Commercial: C. Building Form Standards	Building Height – increase the allowed building height in the SC Zone as this is consistent with building height in residential zones and the allowed building height for Live Work Units, which are permitted in this zone	Yes	
17.	Table 10-40.30.040	Commercial: C. Building Form Stds.	Density Requirements – consistent with the former LDC a reference to the HR Zone should be included to support residential uses in commercial zones	Yes	
18.	Table 10-40.30.050	Industrial: B. Allowed Uses	Indoor Commercial Recreation – rather than including "fitness facilities" as a permitted use in the General Services definition, it is cleaner and better practice to instead insert the Indoor Commercial Recreation use into the LI-O Zone as a permitted use	Yes	
19.	Table 10-40.30.050	Industrial: B. Allowed Uses	Services – consistent with the former LDC, End Note 7 should be added to all services uses to provide a performance standard consistent with other non-industrial uses in this industrial zone in compliance with the Regional Plan	Yes	
20.	10-40.40.070.C	T4N.1: Allowed Building Types	Add Single-Family Cottage as an allowed building type in this transect zone as it is equivalent to and smaller than a Single-Family House which is allowed	Yes	

#	Section #	Section Name	Description of Proposed Amendment	Technical	Policy
21.	10-40.60.030	Accessory Dwelling Units (ADUs)	Size – delete the maximum percentage requirement as it may preclude the construction of an ADU on a lot with a small house	Yes	
22.	10-40.60.210	Manufactured Homes	C. Manufactured Home Subdivisions – as recommended by the City Attorney this section should be moved into the Subdivision Regulations in Title 11	Yes	
23.	10-40.60.230	Meeting Facilities, Public and Private	B. Neighborhood Meeting Facilities – provides clarification based on the requirements of Table 10-40.30.030.B that a Conditional Use Permit is needed for facilities with > 250 seats	Yes	
24.	10-40.60.270	Planned Residential Development	B. Building Types for Planned Residential Development – insert a new paragraph 3. to clarify what building height standards apply when a PRD is proposed in a non-transect zone	Yes	
25.	Table 10-40.60.270	A PRD Building Type Options	Insert a new End Note to clarify how building types are applied when a PRD is proposed in a commercial zone	Yes	
26.	10-40.60.300	Secondary Single-Family Dwelling	B. Standards – insert a clarifying paragraph to ensure that if a secondary residence is demolished, a relationship between the existing primary and a new secondary single-family home is maintained	Yes	
27.	10-40.60.310	Telecommunications Facilities	C. General Requirements for Telecommunications Facilities – include new standards for camouflaged sites that have been applied by staff for many years and that were inadvertently omitted when the new Zoning Code was adopted	Yes	

Chapter 10-50: Supplemental to Zones

28.	10-50.20.020	Applicability	A. In addition to the other applicability requirements, consistent with the former LDC clarify that Architectural Design Standards would only apply to an application for new development subject to a Conditional Use Permit	Yes	
29.	10-50.20.030	Architectural Standards	1. Building Materials – insert a new paragraph c. that explains how building materials should be applied to a building with visually heavier materials below visually lighter materials	Yes	
30.	10-50.20.030	Architectural Standards	B. Building Massing and Scale – insert a new paragraph 8. Gas Station Service Canopies to capture a design standard from the LDC that was inadvertently omitted from the Zoning Code	Yes	
31.	10-50.60.030	Landscaping Plans	A. Concept Landscape Plan - amend to require a concept landscape plan (with less detail) with a concept site plan rather than a preliminary landscape plan	Yes	
32.	Table 10-50.60.040.C	Interior Landscaped Area Required per Number of Off-Street Parking Spaces	This table can be deleted as it is redundant	Yes	

#	Section #	Section Name	Description of Proposed Amendment	Technical	Policy
33.	10-50.60.050	Landscaping Standards	The landscaping standards and requirements for landscape materials in the new Zoning Code are significantly reduced from the former LDC and appear to be appropriate and are working well. However, there are inconsistencies between tables and written standards that will be addressed through a rewrite of this section. No new standards are suggested to be added, and where necessary when resolving inconsistencies, standards will be streamlined and simplified.	Yes	
34.	10-50.60.090 (New)	Violations and Enforcement	Consistent with other Divisions in the Zoning Code (Parking, Outdoor Lighting, Natural Resources, Signs, etc.) a new section should be inserted to support the Maintenance Section to deal with instances where landscape materials are illegally removed and replacement materials are required.		Possibly
35.	10-50.70.050	General Requirements – All Lighting Zones	B. Lighting Classes – 2.b., amend to ensure that a max. of 10% non-LPS lighting applies only to Class 2 lighting rather than all lighting classes which does not make sense	Yes	
36.	Table 10-50.70.050.B	Lamp Type and Shielding Standards	Class 3 Lighting (Decorative) – consistent with the former LDC all lamp types 2,500 lumens or above per fixture should not be allowed in Zone 2	Yes	
37.	Table 10-50.80.040.A	Number of Motor Vehicle Parking Spaces Required	Residential: Amend to increase the number of required parking spaces for residences with 4+ bedrooms as staff has frequently had to deal with complaints of parking deficiencies for such dwelling units		Yes
38.	Table 10-50.80.040.A	Number of Motor Vehicle Parking Spaces Required	Residential: Consider deleting the reduced parking requirements for affordable housing developments because when applied they invariably result in a deficit of parking spaces which creates additional problems, or in the alternative, only apply the reductions to multi-family residential developments over a certain threshold based on number of units or area in acres		Yes
39.	10-50.80.050	Bicycle Parking	B. Required Spaces – amend the standard for bike racks to ensure consistency with the Engineering Standards	Yes	
40.	10-50.80.060	Parking Adjustments	1. General to All Zones – consider reducing the allowed parking reduction for residential projects within ¼ mile of a transit stop from 10% to 5%		Yes
41.	10-50.80.080	Parking Spaces, Parking Lot Design, and Layout	C. Parking for Disabled Persons – consider whether the requirements for number of accessible parking standards and their dimensions should be amended to be consistent with federal standards		Yes
42.	10-50.100.040	General Restrictions for All Signs	B. Display Restrictions, Applicability – consistent with the former LDC include animated signs, costumed characters, stuffed animals, etc. as prohibited sign types.	Yes	

#	Section #	Section Name	Description of Proposed Amendment	Technical	Policy
43.	10-50.100.060	Permanent Signs	(3) Building Mounted Signs – the Zoning Code includes the same standards from the former LDC for the calculation of the area of building mounted signs, as well as very precise standards to determine where the signs may be placed on a building. These are often restrictive and difficult to apply when an unusual circumstance arises. Staff therefore suggests that these standards be amended (this is supported by many sign design professionals) by eliminating the restrictive requirements on where a sign may be placed on a building, and instead allowing the business owner or property owner to decide where to place their sign. Note this would be a change that provides less restrictive standards than those in the Zoning Code today.		Yes
44.	Table 10-50.100.060.O	Standards for Permanent Window Signs	An amendment is proposed to include permanent window signs within the total aggregate sign are for building mounted signs, except that window sign area less than 10 sq. ft. in area would be exempt	Yes	
45.	10-50.70.100	Temporary Signs	Consider an amendment that would allow for the placement of temporary banners welcoming the Cardinals and NAU students, and supporting NAU sports teams. These banners are not currently authorized under the Zoning Code.		Yes
46.	10-50.70.100	Temporary Signs	Staff suggests that the concept of temporary business signs should be reassessed and a different approach taken to make them more manageable to business owners and their use easier to administer by the City. Staff has developed a number of ideas to resolve this issue that will be presented to the Council at a future meeting. Related to this issue is an idea to allow for additional freestanding sign area so that all tenants in a multi-tenant building such as a strip mall may have an opportunity to have signage to advertise their business.		Yes
47.	10-50.100.080	Sign Districts of Special Designation	E. (new) - insert a new district for the Flagstaff Mall to allow for off-site signage at a specific location		Yes
48.	10-50.100.090	Comprehensive Sign Programs	B. Applicability – expand the Comprehensive Sign Program (currently limited to commercial uses only) so that it may also apply to multi-family residential developments and institutional uses, therefore allowing these uses to also use a larger sign subject to the enhanced design standards		Possibly
49.	10-50.110-030	Building Types Overview	Consider the possibility of adding a Stacked Triplex as a new building type as part of the Form-based Code portion of the Zoning Code		Possibly
50.					
51.					
52.					

#	Section #	Section Name	Description of Proposed Amendment	Technical	Policy
	Chapter 10-60: Specific to Thoroughfares				
53.	Table 10-60.10.080.A	Summary of Thoroughfare Components	To ensure consistency with the former LDC (Traditional Neighborhood District) and the Engineering Standards, minor amendments are needed in this table relative to parking lane and travel lane widths, and movement types.	Yes	
	Chapter 10-80: Definitions				
54.	10-80.20.010	Definitions, "A"	Aggrieved person – on the recommendation of the City Attorney's office add this as a defined term	Yes	
55.	10-80.20.030	Definitions, "C"	Cisterns – amend the existing definition to conform to the City's Rain Water Harvesting Guidelines	Yes	
56.	10-80.20.070	Definitions, "G"	Garden Walls – insert a new definition to define this term	Yes	
57.	10-80.20.090	Definitions, "I"	Internal Illumination – delete this definition as it is redundant and already include in the definition for "Sign, Internally Illuminated"	Yes	
58.	10-80.20.180	Definitions, "R"	Rain Barrels – amend the existing definition to conform to the City's Rain Water Harvesting Guidelines	Yes	
59.	10-80.20.190	Definitions, "S"	Structure - amend the existing definition to exclude rain barrels and cisterns to conform to the City's Rain Water Harvesting Guidelines	Yes	
	Chapter 10-90: Maps				
60.	10-90.80.010	Zoning Map	B. – clarify that the Zoning Map also includes the Regulating Plan which shows the distribution of transect zones within the Form-based Code study area	Yes	
61.					
62.					
63.					
64.					
65.					
66.					
67.					
68.					
69.					
70.					
71.					
72.					

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

Submitted By: Elizabeth A. Burke, City Clerk

Date: 01/11/2013

Meeting Date: 01/15/2013

TITLE

Discussion Item: Filling of vacancies on Regional Plan Citizens Advisory Committee

RECOMMENDED ACTION:

No recommendation.

INFORMATION

At the 08/27/2012 Council Meeting, Mayor Nabours and Councilmember Oravits requested that this item be placed under Discussion Items for consideration. Subsequently, this issue was brought up at a few more meetings and on 10/02/2012 the Council directed staff to bring this item back to this agenda for further consideration.

Attachments: Current Members
Current Applicants

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Jerene Watson	01/03/2013 06:24 PM

Form Started By: Elizabeth A. Burke — Started On: 01/03/2013 09:22 AM

Final Approval Date: 01/11/2013

Current Regional Plan Citizen Advisory Committee Roster *(August 2012)*

City Residents			Category membership *affirmed by phone call 9/12/12 and 9/13/12 - updated according to CAC members wishes.
Babbitt	**Paul**		Property owner; Design/Plan/Build Consultant.
Bousquet	**Carol**		Design/Plan/Build Consultant.; Sustainable Economic Development
~~Chaveas~~	~~Michael~~	Resigned Oct. 2011	
Leid	**Julie**	Replacement appointed August 2010	Design/Plan/Build Consultant.
Wright	**Alex**		Academic; Business/Chamber/Realtor (small business owner)
~~Griego~~	~~Jean~~	Resigned August 2012	
Putzova	**Eva**		Academic; Business/Chamber/Realtor (small business owner)
Henn	**Richard**		Education, Youth & Family
Herman	**Maury**		Property owner;
Louks	**Judy**		Business/Chamber/Realtor (realtor)
Naleski	**Jerome**		Business/Chamber/Realtor (realtor)
~~Ring~~	~~William~~	Resigned September 2012	
~~Walker~~	~~David~~	Resigned December 2009	
White	**Nat**		Senior; Education, Youth & Family
City Residents - Alternates			
~~Stevens~~	~~Larry~~	Resigned January 2010	
~~Rensink~~	~~Trish~~	Replacement appointed August 2010 Resigned February 2012	
County Residents			
Anderson	**Ben**		Education, Youth & Family
Hedwall	**Shaula**		Property owner; Environment; Natural Resource Manager
~~Kaemmerle~~	~~Ken~~	Resigned August 2010	
Lamb Bean	**Susan**		Religious / Interfaith
McLaughlin	**Devonna**		Sustainable Economic Development; Developer / Builder ; Property Owner
~~Nesbitt~~	~~Mike~~	Resigned April 2012	
~~Tso~~	~~Eunice~~	Resigned July 2011	
Walters	**Don**	Replacement appointed April 2010	Property owner; Developer / Builder; Environment; Sustainable Economic Development
~~White~~	~~Cynthia~~	Resigned May 2009	
County Residents - Alternates			
~~Murray~~	~~JR~~	Resigned June 2010	
~~Lovely~~	~~Collis~~	Resigned Spring 2009	

- The Regional Plan Citizen Advisory Committee now has 15 members, down from the original 24 (19 members and 5 alternates).
- The Steering Committee decided to NOT fill vacancies at the June 2010 meeting, in which two replacements were recommended to Council. The thought process was that we are down to the wire in finalizing discussions and have been through all of the public meetings; any new members would not have this important background information.

<u>Original self-appointed membership categories</u> as defined by Joint Supervisors / Council at the January 2009 Joint BOS / Council meeting.

The categories were established as:

- Community members,
- Academic (NAU / CCC)
- Developer / builder
- Property Owner
- Renter
- Environmentalist
- Education – K-12 / Youth & Families
- Business / Chamber / Realtor
- Tourism / Sustainable Economic Development
- Cultural / Native American Tribal Representative
- Natural Resource Manager
- Design / Planner / Building Consultant
- Religious / Interfaith
- Senior

ORDINANCE NO 2008 34

AN ORDINANCE AMENDING TITLE 2 BOARDS AND COMMISSIONS BY ADDING CHAPTER 2 23 CREATING A FLAGSTAFF AREA REGIONAL PLAN CITIZENS ADVISORY COMMITTEE AND DECLARING AN EMERGENCY

WHEREAS the Flagstaff Area Regional Land Use and Transportation Plan the Plan was Regional adopted by the Mayor and Council of the City of Flagstaff the City Council on November 13 2001 and ratified by the qualified electors of the City of Flagstaff the City on May 21 2002 and

WHEREAS Arizona Revised Statutes 9 9 461 06 K requires that Arizona cities readopt their existing general plan or adopt a new one altogether for an additional term of up to ten years prior to the tenth anniversary of the date the plan was initially adopted and ratified and

WHEREAS the City of Flagstaff desires to foster resident involvement in the preparation of an updated Regional Plan and

WHEREAS the creation of a Flagstaff Area Regional Plan Citizens Advisory Committee is an appropriate means to foster that involvement

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1 Flagstaff City Code Title 2 Boards and Commissions is hereby amended by adding the following chapter and section Chapter 2 23 Flagstaff Area Regional Plan Citizens Advisory Committee

Section 2 23 001 0001 Creation of Committee
A Flagstaff Area Regional Plan Citizens Advisory Committee is hereby created to serve as an ad hoc temporary advisory board to assist in the preparation and adoption of an updated Flagstaff Area Regional Plan

Section 2 23 001 0002 Members and Officers
The Flagstaff Area Regional Plan Citizens Advisory Committee shall have no more than 19 members. All members shall reside within the Flagstaff Metropolitan Planning Organization boundary and a majority shall be City of Flagstaff residents. The Flagstaff City Council shall appoint at least ten 10 but no more than twelve 12 rnembers. The Coconino County Board of Supervisors shall appoint at least seven 7 but no more than nine 9 members. Three 3 alternates shall be appointed by the City Council which the Council shall designate as a first, second, and third alternate. Alternates shall have the same rights and roles as any other member of the Flagstaff Area Regional Plan Citizens Advisory Committee except that they shall not vote in the work of the Committee unless one or more members are absent in which case the first alternate shall vote in the absence of a single member. Both alternates shall vote in the absence of two members, and all three alternates shall vote in the absence of three or more members. The Committee shall during its first meeting elect a chairperson and a vice chair, which persons who shall serve for the duration of the Committee's tenure. In addition, the City Council may designate a councilmember representative as a nonvoting ex officio rnember of the Committee.

Section 2 23 001 0003 Eligibility
Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the Committee and shall serve at the pleasure of the City Council and without compensation

Section 2 23 001 0004 Tenure
The Committee shall cease to exist upon the ratification of the updated Flagstaff Area Regional Plan pursuant to A R S 9 9461 06 M

Section 2 23 001 0005 Duties
A The Flagstaff Area Regional Plan Citizens Advisory Committee shall provide policy input to City staff and to any consultant retained by the City for the preparation of an updated Regional Plan The Committee shall conduct such public hearings as it deems necessary and appropriate to its work and shall render its advice in the form of reports to City staff and other Committees and in the form of a recommended draft Regional Plan update or commentary on a draft Regional Plan update. The Community Development Director or his or her designee shall assist and coordinate with the Regional Plan Citizens Advisory Committee with technical matters in order to further assist the Committee in carrying out its duties the Committee may request the assistance of technical experts and or employees and agents of the City including but not limited to Community Development Engineering and Public Works applicable utility agencies the school district fire and police departments the Arizona Department of Transportation and other affected entities as defined by Arizona Revised Statutes S 9 461 06 0

Section 2 23 001 0006 Meetings Attendance
A The Committee shall meet monthly from the first month following the selection of Committee members to the expiration of the Committee s tenure as described in Section 2 23 001 0005 ORDINANCE NO 2008 34 PAGE 3

B The Regional Plan Citizens Advisory Committee shall not conduct any business at a meeting unless a quorum is present A quorum shall consist of a simple majority of the voting membership of the Committee but in any event no official business shall be conducted without at least two 2 voting members appointed by the Coconino County Board of Supervisors present

C Official business shall be conducted pursuant to the Board and Committee Members Handbook adopted by Resolution No 2005 117 of the City Council and in accordance with meeting procedures if any adopted by the Committee insofar as they are not in conflict with the Board and Committee Members Handbook In the event of any such conflict the provisions of the Board and Committee Members Handbook shall prevail.

SECTION 2 Emergency
The immediate operation of the provisions of this Ordinance is necessary to meet a public emergency affecting life health property or the public peace time is of the essence in satisfying the City s obligations under A R S 9 9 461 06 et seq An emergency is hereby declared to exist and this Ordinance shall be in full force and in effect from and after its adoption by the City Council of the City of Flagstaff

PASSED AN ADOPTED by the Council and approved by the Mayor of the City of Flagstaff this 16th day of December 2008.

12/2009 – Original Citizen Advisory Committee membership categories:

Flagstaff Regional Plan
Citizen Advisory Committee

Catagory Membership

Regional Plan Citizen Advisory Committee Applicants

	Last Name	First Name	Address				Comm Member	Academic	Develop/Build	Prop Owner	Renter	Environment	Educ/ Youth, Family	Bus/ Chamber/Realtor	Tourism/Sustainable Econ Dev	Cultural/Tribal	Natural Resource Manager	Design/Plan/Build Consultant	Religious/Interfaith	Seniors	Medical
	City Residents																				
1	Babbitt	Paul	303 N. Verde St	Flagstaff	AZ	86001	x			x								x			
2	Bousquet	Carol	2395 N. Colter Dr.	Flagstaff	AZ	86004	x											x			
3	Chaveas	Michael	5075 N. Hwy 89	Flagstaff	AZ	86004	x					x					x				
4	Frawley	Alex	411 W. Cedar Ave.	Flagstaff	AZ	86001	x	x						x							
5	Griego	Jean	2210 N. Izabel St.	Flagstaff	AZ	86001	x			x			x								
6	Hatchner	Eva	3473 W. Lois Ln	Flagstaff	AZ	86001	x	x						x							
7	Henn	Richard	1916 W. University Ave.	Flagstaff	AZ	86001	x						x								x
8	Herman	Maury	2240 Fremont	Flagstaff	AZ	86001	x			x				x							
9	Naleski	Jerome	2019 N. Crescent Dr.	Flagstaff	AZ	86001	x							x							
10	Ring	William	220 W. Birch St.	Flagstaff	AZ	86001	x		x					x							
11	Walker	David	1500 E. Cedar Ave. #86	Flagstaff	AZ	86004	x		x												
12	White	Nat	1120 N. Rockridge Rd.	Flagstaff	AZ	86001	x													x	
	City Residents - Alternates																				
A1	Louks	Judy	2473 N. Oakmont	Flagstaff	AZ	86004	x							x							
A3	Stevens	Larry	P.O. Box 1315	Flagstaff	AZ	86002	x	x				x				x					
	County Residents																				
13	Anderson	Ben	8850 Silver Valley Rd	Flagstaff	AZ	86004	x						x								
14	Cooley	Beatrice	10885 N. Linda Lane	Flagstaff	AZ	86004	x					x	x		x						
15	Hedwall	Shaula	604 Comanche Street	Flagstaff	AZ	86001	x			x		x					x				
16	Kaemmerle	Ken	8080 Winchester Dr.	Flagstaff	AZ	86004	x											x			
17	Lamb Bean	Susan	4680 Lake Mary Rd	Flagstaff	AZ	86001	x												x		
18	McLaughlin	Devonna	4431 N. Deer Springs Rd	Bellmont	AZ	86015	x								x						
19	White	Cynthia	147 Celilo Street	Flagstaff	AZ	86001	x				x		x								
	County Residents - Alternates																				
A2	Lovely	Collis	PO 16061	Bellmont	AZ	86015	x			x		x								x	
			Total number of participants in catagories				22	3	2	5	1	5	5	6	2	1	2	3	1	2	1
							Comm Member	Academic	Develop/Build	Prop Owner	Renter	Environment	Educ/ Youth, Family	Bus/ Chamber/Realtor	Tourism/Sustainable Econ Dev	Cultural/Tribal	Natural Resource Manager	Design/Plan/Build Consultant	Religious/Interfaith	Seniors	Medical

Steering Committee Role and membership *(updated June 2010)*

– as defined in the Public Participation Plan, adopted by Joint Board of Supervisors / City Council at the Joint BOS/ Council meeting December 2008.

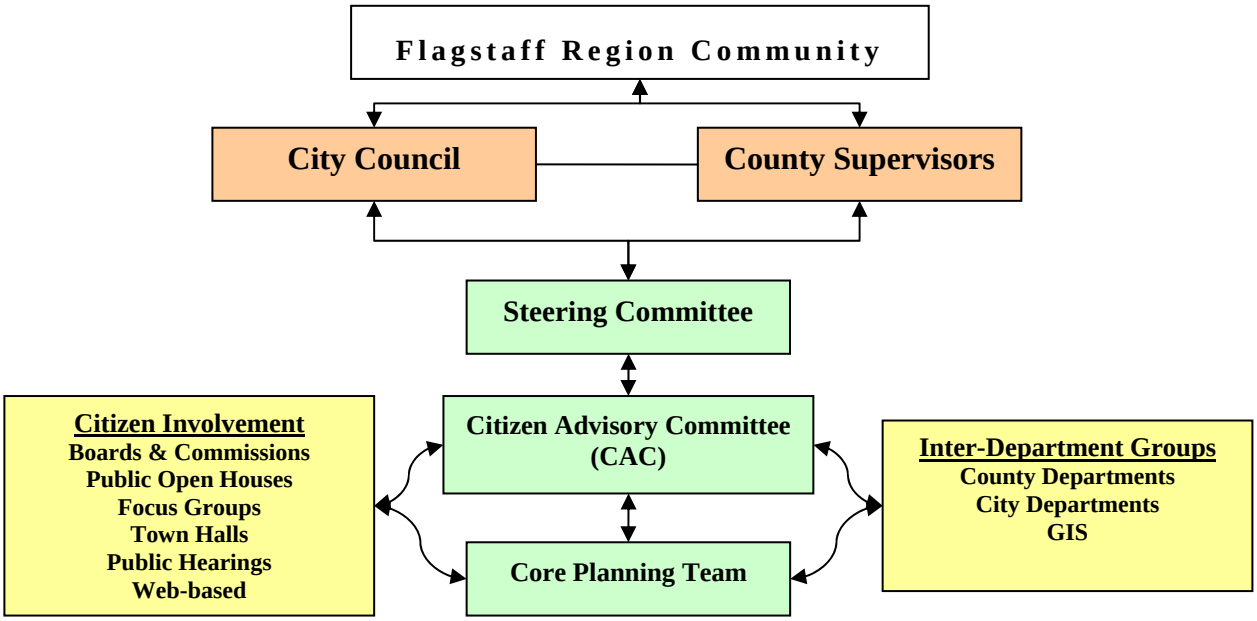
Steering Committee

The Steering Committee serves as the liaison between process management (staff) and City Council and Coconino County Board of Supervisors. The Steering Committee will meet quarterly with Core Planning Team representatives.

Regional Plan Steering Committee	
City of Flagstaff	**Coconino County**
Vice Mayor Coral Evans	Supervisor Matt Ryan
Councilmember Celia Barotz	Supervisor Mandy Metzger
Kevin Burke, City Manager	Mike Townsend, County Manager
CAC Chair Paul Babbitt	CAC Vice-Chair Carol Bousquet

Organizational Chart

– as defined in the Public Participation Plan, adopted by Joint Board of Supervisors / City Council at the Joint BOS/ Council meeting December 2008.



City of Flagstaff, AZ

REGIONAL PLAN UPDATE CITIZEN ADVISORY COMMITTEE APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Campbell, Morgana 2760 E. Butler Ave. #152 Flagstaff, AZ 86001 Home Phone: 928-329-8716			No
Higgins, Bruce Environmental Planning Consultant/Self Employed 1524 N. Deer Crossing Flagstaff, AZ 86004 Cell Phone: 928-853-7470			No
McCullough, Bill Self Employed Financial Services 4000 Country Club Dr. Flagstaff, AZ 86004			No
Patel-Delaloye, Adrian Government Affairs/Flagstaff Chamber of Commerce 1520 E. Helen Way Flagstaff, AZ 86001 Cell Phone: 928-380-9997			No
Weissman, Marilyn J. Owner/Four Winds Land Surveyors 1055 E. Apple Way Flagstaff, AZ 86001 Home Phone: 779-7446			No
Wyatt, Tom Director of Government Affairs/Flagstaff Chamber of Commerce 3320 S. Litzler Ave. Flagstaff, AZ 86001 Work Phone: 928-774-4505			No

Staff Representative: **Bob Caravona**

As Of: **January 07, 2013**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elizabeth A. Burke, City Clerk

Date: 01/11/2013

Meeting Date: 01/15/2013

TITLE

Discussion Item: Petition filed by Rudy Preston and Kathleen Nelson re their complaint filed with the Arizona Department of Environmental Quality re the use of reclaimed water at Snowbowl.

RECOMMENDED ACTION:

Council direction.

INFORMATION

On December 26, 2012, the City of Flagstaff received a petition from Rudy Preston and Kathleen Nelson to have their complaint filed with the Arizona Department of Environmental Quality placed on the next Council agenda. Per City Charter, this item has been placed as a Discussion Item to determine if a majority of the Council wishes to place this item on a future agenda for consideration.

Attachments: Complaint.Petition

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Jerene Watson	01/08/2013 02:43 PM
City Manager	Elizabeth A. Burke	01/09/2013 11:07 AM

Form Started By: Elizabeth A. Burke — Started On: 01/07/2013 11:50 AM

Final Approval Date: 01/11/2013

December 26, 2012

J. Nabours

True Snow
PO Box 1746
Flagstaff, AZ 86002

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

RECEIVED
DEC 26 2012
BY: Eabrue

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, Arizona 85007

To Whom it may concern,

This is a letter of complaint and request for immediate action in accordance with all Federal, State of Arizona, and City of Flagstaff (the City) laws, codes, contracts, rules, and regulations. It has come to our attention that Arizona Snowbowl (SB) is in violation of both Arizona Department of Environmental Quality (ADEQ) Regulations and also has defaulted on their Reclaimed Wastewater Agreement (the Contract) between SB and the City.

In accordance with the Contract, the following violations have been observed:

1. The Contract at section 3-d states: *"End User shall strictly comply with all of the following requirements: Provide and install sufficient signage reading "Snow made with Reclaimed Wastewater, do not eat the snow or drink melted snow" or similar warnings. Such signs shall be prominently displayed at each reuse site. Such signs shall be placed at all logical points of entry to each reuse site, at the entrance to all lakes and ponds at each reuse site, at all plumbing outlets and at all hose bibs providing Reclaimed Wastewater."*

- Not one sign was observed anywhere at the ski area that contains the above wording.
- No signs were prominently displayed. After many hours of searching the Hart Prairie lodge and lifts, two signs were observed posted more than 10 feet off the ground that were about 8 inches x 8 inches that stated the following: "In order to conserve natural resources reclaimed water used for snowmaking. Do not ingest." This is not similar to the wording quoted in the contract. Especially since the word "waste" was left off and it further tries to suggest that this is for environmental reasons, which further diminishes the true nature of the actual illegality of ingestion of wastewater under state law and the contract.
- These signs were tiny and were not easily read. I was not able to read them unless I got close and only able to read clearly if I used my camera to zoom in on them.
- The signs were purple and did not easily suggest a warning.

- No signs were observed at logical entry points at each reuse site such as the Hart Prairie Lift, the ski school entrance, and the Sunset lift. In addition, no signs were observed at ski area entry. Nor were signs posted at other logical entry points such as hart prairie lift ticket booths, ski rental entry points, and ski school entry points. In looking at www.liftopia.com (the online ticket sales booth), no mention of reclaimed wastewater usage was made before a user purchased tickets. In fact, when reviews discussing reclaimed wastewater being used for snowmaking, the website deleted such reviews over and over again.
- No signs were observed on the snowmaking equipment or hose bibs.
- No signs were observed in film of the storage pond.
- Most egregious, the entire area where children learn and play was completely free of signage and when parents were asked if they knew what the snow was made from, many stated they did not know and made faces of disgust. In fact the only people who did know anything about snowmaking were from news stories of "Native" protests.
- I personally feel that the use of the words "reclaimed wastewater" and even worse, "reclaimed water" in itself is an issue since the legal term for this water is "treated sewage effluent." By renaming it, the City has diminished the warning to be almost meaningless. Eating or drinking treated sewage effluent is both by State Law (R-18-9-704) and the Contract (Section 20 - A) completely prohibited.

2. The Contract at section 4 states: *"Reclaimed Wastewater delivered under this Agreement shall not be directly or indirectly utilized or transferred for any uses other than snowmaking."*

- People were observed skiing, sitting in, rolling around on, and sledding on the reclaimed wastewater snow.
- Skiing is a "direct reuse" of reclaimed wastewater.
- Nowhere in the contract is "skiing" mentioned as an allowed "direct" or "indirect" reuse of reclaimed wastewater.

3. The Contract at Section 20 clearly states *"The following activities are prohibited in accordance with Arizona Administrative Code, R18-9-704"*:

- The Contract at 20-B states "Direct Reuse for swimming, wind surfing, water skiing, or other full-immersion water activities with a potential for ingestion."
- Arizona Snowbowl is allowing for skiing, sitting, falling, and rolling around in reclaimed wastewater snow. These activities are immersive and can soak a person to the bone. These activities have a very likely potential for ingestion through the eyes, nose, mouth, ears, and skin.
- The Contract at 20-E states: "Allowing runoff of Reclaimed Wastewater mixed with stormwater from a direct reuse site, except for agricultural return flow that is directed onto an adjacent field or returned to an Open Water Conveyance."
- Arizona Snowbowl has mixed reclaimed wastewater snow with natural snow all over the ski area and have no way to unmix this water before it runs off into the surrounding forest outside the ski area. In fact it will run down into Hart Prairie where the nearly

extinct Bebb Willow is being closely tended by the Nature Conservancy and additionally into private home sites downhill from the ski area. In addition there is a water tank directly downhill from the ski area which is a water source for wildlife.

- High winds and sublimation will allow reclaimed wastewater to be moved many miles from the ski area before further mixing with other stormwater runoff.
- According to Arizona Administrative Code Definition #36 "Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage.

4. The contract at Section 3 states *"End User shall use the Reclaimed Wastewater ... in accordance with all applicable laws of the State of Arizona."* The following State laws are currently being violated:

- While "snowmaking" is found in Appendix A in the table of allowed direct reuse of A grade treated sewage effluent, the actual "direct reuse" of this water in this instance is "skiing", "rolling", and "sitting." Nowhere in the document are these reuses listed.

  R18-9-704. General Requirements
  F. Irrigating with reclaimed water. A permittee irrigating with reclaimed water shall:
  3. Prevent reclaimed water from coming into contact with drinking fountains, water coolers, or eating areas;

  - Skiers were observed tracking treated wastewater into and throughout the lodge and eating areas and additionally were observed with reclaimed wastewater on their clothes and gloves using and touching water fountains.

  R18-9-704. General Requirements
  G. Prohibited activities.
  2. Providing or using reclaimed water for any of the following activities:
  b. Direct reuse for swimming, wind surfing, water skiing, or other full-immersion water activity with a potential of ingestion;

  - Skiing, sitting in, and rolling in reclaimed wastewater snow has a likely potential of ingestion through the eyes, nose, mouth, and skin and is fully immersive in nature. Clothing is soaked through by the end of a day of skiing.

  3. Misapplying reclaimed water for any of the following reasons:
  *c. Allowing runoff of reclaimed water or reclaimed water mixed with stormwater** from a direct reuse site, except for agricultural return flow that is directed onto an adjacent field or returned to an open water conveyance.*

  - Arizona Snowbowl has mixed reclaimed wastewater snow with natural snow all over the ski area and have no way to unmix this water before it runs off into the surrounding forest outside the ski area. In fact it will run down into Hart Prairie where the nearly extinct Bebb Willow is being closely tended by the Nature

Conservancy and additionally into private home sites downhill from the ski area. In addition there is a water tank directly downhill from the ski area which is a water source for wildlife.

** *(from AAC definitions) 36. "Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage.*

5. The contract at Section 4-b states *"All pipe carrying Reclaimed Wastewater shall be color-coded, buried with colored tape or otherwise suitably marked to indicate non-potable water."* It is further stated in the Arizona Administrative Code (R-18-9-602 G) *"A person shall: 1. For a pipeline conveyance, eight inches in diameter or less, use pipe marked on opposite sides in English: "CAUTION: RECLAIMED WATER, DO NOT DRINK" in intervals of three feet or less and colored purple or wrapped with durable purple tape. 2. For a mechanical appurtenance to a pipeline conveyance, ensure that the mechanical appurtenance is colored purple or legibly marked to identify it as part of the reclaimed water distribution system and distinguish it from systems for potable water distribution and sewage collection."*

- It was observed that hoses connecting the snowmaking equipment were yellow in color and contained no warnings or signage whatsoever. And while we find it ironic that both the hoses and subsequent snow created were observed to be yellow, it is not the directly stated color to be used. Nor did it contain the necessary signage.
- The pipeline conveyance from the City of Flagstaff to the Arizona Snowbowl says: "CAUTION, MAY CONTAIN RECLAIMED WASTEWATER, CONTACT ARIZONA SNOWBOWL". It is not posted every three feet on both sides and the pipe is green in color.

6. DEFAULT: The contract has clear definitions in place marking what the City is to do if Arizona Snowbowl defaults on the terms of the contract: *"In the event that End User ... fails to meet any other terms of this Agreement, the City may terminate this Agreement upon giving (30) days notice in writing to End User."* And further states *"...in the event End User fails to fulfill any of the other terms of this Agreement, the City may immediately suspend delivery of Reclaimed Wastewater to End User until or unless any such defaults are adequately cured as determined by the City."*

- For all of the above stated reasons, we feel that Arizona Snowbowl has defaulted on the terms of this contract. Some of the terms have no sufficient remedy.

Requested remedies for this complaint:

Arizona Snowbowl has broken Arizona State law and defaulted on their contract in all of the above stated claims. Some of these claims have no possible remedy except to immediately suspend the delivery of the water. The Contract between the parties was specifically for the direct reuse of snowmaking. Snowbowl is allowing people to immerse themselves in this reclaimed wastewater snow and the potential for ingestion has no way of being stopped that we

are aware of.

Skiing in reclaimed wastewater is a direct and indirect reuse of the effluent. If Snowbowl were to come into compliance with all State Law and the Contract, it would render their ski area useless for it's intended purpose of providing a recreational opportunity on the Coconino National Forest. Additionally, we see no possible way to stop the wastewater from mixing with runoff or being kept within the permitted direct reuse area.

We the undersigned request that the City of Flagstaff immediately suspend the delivery of treated sewage effluent to Arizona Snowbowl and give them written notice of termination in 30 days. It is of the utmost importance to act as quickly as possible because the health and safety of all the patrons of Arizona Snowbowl are being put at great health risk due to the potential for ingestion of reclaimed wastewater.

We request that after the 30 days expire that the City terminate the Contract with Arizona Snowbowl.

If such actions are not taken at once, we request that Arizona Department of Environmental Quality suspend the City of Flagstaff's Reclaimed Wastewater Reuse Permit issued by the State of Arizona until the City of Flagstaff terminates the Contract with Arizona Snowbowl.

If no sufficient action is taken to remedy all of the above stated complaints, defaults, and violations by either the City or ADEQ, then we shall be forced to make civil claims against both agencies for violations of Arizona State Law and violations of the Reclaimed Wastewater Reuse Permit.

We also request that ADEQ use the full force of their oversight powers, and all applicable Federal and State laws, codes, contracts, rules, and regulations to immediately force the City and Arizona Snowbowl into full compliance.

As a note for ADEQ It is very clear that Arizona Snowbowl will need to dig up their pipeline conveyance system as well if they are to properly color code and provide the adequate signage necessary to convey the proper wording on the pipeline to ensure that the water is not ingested or otherwise used for immersion.

Thank You for your prompt attention to this matter,

Rudy Preston	12-26-2012 date
Kathleen Nelson Kathleen Nelson	12-26-2012 date

December 26, 2012

True Snow
PO Box 1746
Flagstaff, AZ 86002

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

To whom it may concern,

We are filing a citizen's petition to have the attached complaint placed on the next city council meeting agenda for further action. We do this in accordance with all applicable City of Flagstaff Laws, Arizona State Laws, and Federal Laws.

Many thanks,

Rudy Preston — 12-26-2012 date

Kathleen Nelson — 12-26-2012 date

Kathleen Nelson

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elizabeth A. Burke, City Clerk

Date: 01/09/2013

Meeting Date: 01/15/2013

TITLE

Discussion Item: Representation for City's lobbying trip to Washington D.C.

RECOMMENDED ACTION:

Council direction.

INFORMATION

At the January 8, 2013, Council Work Session Mayor Nabours requested that this item be added to the agenda to determine who would be going to Washington D.C. this spring on behalf of the City.

Attachments:

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Jerene Watson	01/10/2013 09:19 AM

Form Started By: Elizabeth A. Burke

Started On: 01/09/2013 11:51 AM

Final Approval Date: 01/10/2013