

AGENDA

REGULAR COUNCIL MEETING
MONDAY
AUGUST 27, 2012

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
12:00 NOON AND 5:30 P.M.

12:00 NOON MEETING

Individual Items on the 12:00 noon meeting agenda may be postponed to the 5:30 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

PUBLIC PARTICIPATION

- A. Presentation of City Manager Award: Agassiz Award for Communication
- B. General

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.

3. BOARD AND COMMISSION APPOINTMENTS

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

RECOMMENDED ACTION:

Make four appointments as follows: One (1) to a Historic Property Owner term expiring in December 2013; one (1) to an At-large term expiring December 2014; and, two (2) to Professional terms, on expiring in December 2014, and one expiring in December 2015.

4. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:**
- Richard Fernandez, "Pizza Furiosa", 2500 S. Woodlands Village Blvd., #28, Series 12, New License.

RECOMMENDED ACTION:

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

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- B. Consideration and Action on Liquor License Application:**
- Danny Thomas (Agent), "Hickory's Smoke House BBQ", 1435 S. Milton Road, Series 12, New License.

RECOMMENDED ACTION:

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

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

5. 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 Aspen and Birch Street Closures:**
- Eighth Annual Route 66 Days Charity Car Show.

RECOMMENDED ACTION:

Approve the street closures of Aspen and Birch avenues between Humphreys and San Francisco streets, on Saturday, September 8, 2012 from 6:00 a.m. – 6:00 p.m.

- B. Consideration and Approval of Grant Agreement and Acceptance of Grant Funding: Selective Traffic Enforcement Program Grant.**

RECOMMENDED ACTION:

Approve the grant agreement with the Governor's Office of Highway Safety (GOHS) for Selective Traffic Enforcement and authorize the acceptance of grant funding in the amount of \$5,000.

- C. Consideration and Approval of Grant Agreement and Acceptance of Grant Funding: DUI Enforcement Grant.**

RECOMMENDED ACTION:

Approve the grant agreement with the Governor's Office of Highway Safety (GOHS) and authorize the acceptance of grant funding in the amount of \$30,000.

- D. Consideration and Approval of Intergovernmental Agreement: Dispatch services.**

RECOMMENDED ACTION:

Approve the intergovernmental agreement with the National Park Service in the amount of \$5000.00.

- E. Consideration and Approval of Grant Agreement: Northern Arizona Street Crimes Task Force.**

RECOMMENDED ACTION:

Approve the Grant Agreement with the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for Edward Byrne Justice Assistance grant funds in the amount of \$298,117.00 for the Northern Arizona Street Crimes Task Force (Metro).

6. ROUTINE ITEMS

- A. Consideration and Approval of Intergovernmental Agreement: Election Services for the November 6, 2012, Bond Authorization Election**

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement with Coconino County Elections at a cost of \$2.00 per registered voter.

- B. Consideration and Approval of Service Agreement: FACTS after school program funding for Fiscal Year 2013.**

RECOMMENDED ACTION:

1. Approve the service agreement with Flagstaff Unified School District and the Coconino Coalition for Children and Youth in the amount of \$247,319 for the FACTS Program and \$19,669 for the Coconino Coalition for Children & Youth Program.
2. Authorize the City Manager to execute the necessary documents.

7. RECESS

5:30 P.M. MEETING**8. RECONVENE REGULAR MEETING****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).

PLEDGE OF ALLEGIANCE, INVOCATION, AND VISION STATEMENT**VISION STATEMENT**

The City of Flagstaff will be a sustainable, safe and vibrant community retaining the character, high quality of life and charm of a small town. Flagstaff will offer economic opportunities, educational choices, attainable housing, a protected environment and cultural and career opportunities to a diverse population.

9. 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

10. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**A. Consideration of Minutes:**

Regular City Council Meetings of October 11, 2011; June 19, 2012; July 3, 2012; and July 17, 2012; Special Council Meetings of March 27, 2012 and April 24, 2012.

RECOMMENDED ACTION:

Approve the minutes as submitted/corrected.

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.

11. CARRY OVER ITEMS FROM THE 12:00 NOON AGENDA

12. PUBLIC HEARING ITEMS

No items were submitted

13. REGULAR AGENDA

No items were submitted

14. DISCUSSION ITEMS

A. Review of the September 4, 2012, City Council Meeting Draft Agenda

RECOMMENDED ACTION:

No action required

PUBLIC PARTICIPATION

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

ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2012.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Karl Eberhard, Comm Design & Redevelopment Mgr
Date: 08/10/2012
Meeting Date: 08/27/2012



TITLE:

Consideration of Appointments: Heritage Preservation Commission.

RECOMMENDED ACTION:

Make four appointments as follows: One (1) to a Historic Property Owner term expiring in December 2013; one (1) to an At-large term expiring December 2014; and, two (2) to Professional terms, one expiring in December 2014, and one expiring in December 2015.

Policy Decision or Reason for Action:

Members of the Heritage Preservation Commission provide citizen participation, representation, and oversight. By making the above appointments the Commission will continue at full membership and representation.

Subsidiary Decisions Points: None.

Financial Impact:

None - Commissioners serve as community volunteers.

Connection to Council Goal:

A sustainable community through economic vitality, environmental protection and social inclusion. The Commission locates sites of historic and cultural interest in the City, advises the City Council on all matters relating to heritage preservation, and reviews heritage preservation aspects of development projects. Heritage Preservation sustains the built environment and is an established economic development strategy.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives

- (1) Appoint Commissioners (recommended)
- (2) Appoint some Commissioners and seek additional candidates for unfilled positions
- (3) Defer all appointments and seek additional candidates

Background/History:

Commissioner Jerry McLaughlin (Historic Property Owner) has resigned. Commissioner Michael Amundson (Professional) has tendered his resignation effective upon appointment of a Commission member to replace him. The terms of currently serving Commissioners Laurel Dunn (At Large) and Thomas Paradis (Professional) expired in December 2011; both are eligible for, and have requested, reappointment.

Key Considerations:

Applications have been received from Jonathan Day and Laurel Dunn, both being qualified for the Historic Property Owner or At-large vacancies. Applications have been received from Thomas Paradis and David Zimmerman, both being qualified for the Professional or At-large vacancies.

- 1. _____ (Historic Property Owner term expiring 2013.)
- 2. _____ (At Large Term Expiring 2014)
- 3. _____ (Professional term expiring 2014)
- 4. _____ (Professional term expiring 2015)

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 - Commissioners and City staff have informed the community of Commission vacancies and the vacancies have been advertised on the City's website.

Expanded Options and Alternatives:

No additional information.

Applicant Interview Team

Councilmember Woodson/Vice-Mayor Evans

Date of Council Approval:

Attachments: [Rosters, Legislation, and Applications](#)

Form Review

Inbox	Reviewed By	Date
Deputy City Clerk	Margie Brown	08/21/2012 04:45 PM
Economic Vitality Director	Stacey Button	08/22/2012 11:09 AM
Comm Design & Redevelopment Mgr (Originator)	Karl Eberhard	08/22/2012 11:49 AM
Economic Vitality Director	Stacey Button	08/22/2012 02:17 PM
DCM - Jerene	Jerene Watson	08/22/2012 02:47 PM
Form Started By: Karl Eberhard		Started On: 08/10/2012 10:21 AM
Final Approval Date: 08/22/2012		



City of Flagstaff, AZ

HERITAGE PRESERVATION COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Amundson, Michael</u> PROFESSIONAL Associate Professor of History/Northern Arizona University 3659 S. Cheryl Drive Flagstaff, AZ 86001 Home Phone: 774-8816 Term: 3rd (1st Partial 06/06-12/06; 2nd)	08/18/2010	December 2012	10/17/2007
<u>Corbin, Lynne</u> AT LARGE Project Coordinator/NAU-Institute for Human Development 215 North Park Flagstaff, AZ 86001 Work Phone: 523-7038 Term: 1st Partial	08/18/2010	December 2011	No
<u>Dunn, Laurel</u> HISTORIC PROPERTY OWNER Owner/England House Bed & Breakfast 614 W. Santa Fe Ave. Flagstaff, AZ 86001 Home Phone: 214-7350 Term: 1st	08/18/2010	December 2012	10/20/2011
<u>Paradis, Thomas</u> PROFESSIONAL Associate Professor/Northern Arizona University 4696 S. House Rock Trail Flagstaff, AZ 86001 Home Phone: 523-5853 Term: 2nd (1st - 06/06-12/08)	09/15/2009	December, 2011	04/24/2008





City of Flagstaff, AZ

<u>Rummel, Rich</u>	03/01/2011	December 2013	10/08/2008
AT-LARGE Retired 4790 Elves Chasm Trail Flagstaff, AZ 86001 Home Phone: 774-1127 Term: 2nd (1st 04/08-12/10)			
<u>Scandura, Philip</u>	08/18/2010	December 2012	No
AT LARGE Staff Engineer - Aerospace/Honeywell 4853 S. Bright Angel Trail Flagstaff, AZ 86001 Home Phone: 214-8194 Term: 1st			
<u>Z-VACANT,</u>		December 2015	No
PROFESSIONAL			
<u>Z-VACANT,</u>		December 2013	No
HISTORIC PROPERTY OWNER			

Council Representative:

Staff Representative: Karl Eberhard

As Of: August 21, 2012

CHAPTER 2-19
HERITAGE PRESERVATION COMMISSION

SECTIONS:

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

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

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

A. ESTABLISHMENT OF THE COMMISSION.

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

2/

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

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

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

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

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

1. The Commission may recommend to the City Council that properties be designated landmarks or historic design review districts, subject to the procedures and requirements of this Ordinance. See Title 10, Chapter 15 of this Code for the Purpose, Applicability, Procedures and Requirements of this Ordinance.
2. The Commission shall increase public awareness of the value of historic, cultural and architectural preservation by developing and participating in public education programs.
3. The Commission shall advise and assist owners of landmarks or historic structures on physical and financial aspects of preservation, renovation, rehabilitation, and reuse.
4. The Commission shall make recommendations to the City Council concerning the utilization of federal, state, local or private

funds to promote the preservation of landmarks and historic districts within the City.

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

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

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



City of Flagstaff, AZ

HERITAGE PRESERVATION COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Day, Jonathan</u> Self Employed 209 E. Cottage Ave. Flagstaff, AZ 86001 Home Phone: 928-853-3503 Term: 1st			No
<u>Zimmerman, David</u> PROFESSIONAL Planner/Historic Preservation Specialist/ADOT 3001 N. Schevene Blvd. Flagstaff, AZ 86004 Home Phone: 380-3057 Term: 1st			No

Council Representative:

Staff Representative: Karl Eberhard

As Of: August 21, 2012

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

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

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

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

DATE: 3-23-12

BOARD/COMMISSION YOU WISH TO SERVE ON: Historic Preservation

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

YOUR NAME: Jonathan Day HOME PHONE: 928-853-3503

HOME ADDRESS: 209 E. Cottage Ave, Flagstaff AZ ZIP: 86001

MAILING ADDRESS (if Different from Above): _____

EMPLOYER: self JOB TITLE: _____

BUS. PHONE: _____ CELL: _____ E-MAIL: _____

PLEASE INDICATE PREFERRED TELEPHONE: HOME WORK CELL

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

I own a house on the National Register, located on the Southside. Former owner of the Ashurst house (LDR) Served on this commission for 5 years. Former Chair.

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

Still interested in preserving the historic assets of Flagstaff.

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

Applicant Signature

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

CC

CC

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: 07/10/2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Historic Preservation

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

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

HOME ADDRESS: 3001 N. Schevene Blvd. Flagstaff, AZ. ZIP: 86004

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: ADOT JOB TITLE: Planner/Historic Preservation Specialist

BUS. PHONE: (928) 779-7577 CELL: same as home phone 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 over 18 years of professional experience in historic preservation and am familer with Federal, State and local preservation laws, regulations and guidelines. I spent five years on the Flagstaff Historic Preservation Commission as a member, Vice-chair, and Chair from 2005-2010. After my term on the Commission, I assisted City staff in the development and review of the preservation sections of the new city zoning codes.

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

HPC is a perfect fit with my professional experience and training, and I have enjoyed serving on the HPC in the past. Flagstaff is home to a rich collection of historic properties. These properties are an intellectual and economic asset to the community, but like any growing community, there are challenges in identifying and maintaining these properties. I take personal satisfaction from being able to apply my preservation skills in my own 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.

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

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: Susan Alden, City Records Technician
Date: 06/08/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Action on Liquor License Application: Richard Fernandez, "Pizza Furiosa", 2500 S. Woodlands Village Blvd., #28, Series 12, New License.

RECOMMENDED ACTION:

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

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Policy Decision or Reason for Action:

Richard Fernandez has opened Pizza Furiosa, which is a new business in a new location. This requires a new Series 12 (restaurant) license.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal:

Effective governance (Regulatory action)

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- o Table the item if additional information or time is needed.
- o Make no recommendation.
- o Forward the application to the State with a recommendation for approval.
- o Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

- An application for a new Series 12 liquor license was received from Richard Fernandez for Pizza Furiosa, 2500 S. Woodlands Village Blvd., #28.
- A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.
- A background investigation performed by Gregory Brooks, Code Compliance Officer II, resulted in no active code violations being reported.
- Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

- Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.
- A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.
- The deadline for issuing a recommendation on this application is September 9, 2012.
- The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government (Series 05), hotel/motel (Series 11), or restaurant, (Series 12) liquor license applications; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Community Benefits and Considerations:

- This business will contribute to the tax base of the community.
- We are not aware of any other relevant considerations.

Community Involvement:

- The application was properly posted on August 6, 2012.
- No written protests have been received to date.

Expanded Options and Alternatives:

- (1) Table the item if additional information or time is needed.
- (2) Make no recommendation.
- (3) Forward the application to the State with a recommendation for approval.
- (4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Date of Council Approval:

Attachments: [Pizza Furiosa Letter to Applicant](#)
 [Pizza Furiosa Hearing Procedures](#)
 [Series 12 Description](#)
 [Pizza Furiosa PD Memo](#)
 [Pizza Furiosa Code Memo](#)
 [Pizza Furiosa Tax Memo](#)

Form Review

Inbox
DCM - Jerene

Reviewed By
Jerene Watson

Date
08/15/2012 08:08 AM

Form Started By: Susan Alden

Started On: 08/09/2012 08:32 AM

Final Approval Date: 08/15/2012



City of Flagstaff

OFFICE OF THE CITY CLERK

August 15, 2012

Pizza Furiosa
c/o Richard Fernandez
2500 S. Woodlands Village Blvd., #28
Flagstaff, AZ 86001

Dear Mr. Fernandez:

Your application for a new Series 12 liquor license for Pizza Furiosa at 2500 S. Woodlands Blvd., #28 was posted on August 6, 2012. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on Monday, August 27, 2012 which begins at noon.

It is important that you or your representative attend this Council Meeting to make a presentation on your application and to answer any questions that the City Council may have. Failure to make a presentation could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license and to make a presentation on that information, as well as stating whether or not you have attended the necessary training, whether or not you have had a business prior to this one, and, if so, the kinds of business(es) you have operated. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application will expire on August 26, 2012, and the application may be removed from the premises at any time.

If you have any questions, please feel free to call me at 928-213-2066.

Sincerely,

Susan Alden
City Records Technician

Enclosure

Arizona Relay Service 7-1-1

211 West Aspen Avenue, Flagstaff, Arizona 86001
Main & TDD (928) 774-5281 • Fax (928) 779-7696





City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will accept a motion to open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. By motion, Council will then close the public hearing.
8. By motion, the Council will then vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

MEMORANDUM

Memo # 12-126-01

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright

DATE: August 10, 2012

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Pizza Furiosa”

On August 10, 2012, I initiated an investigation into an application for a series 12 liquor license filed by Richard Fernandez (Controlling Person/Agent) the owner of Pizza Furiosa. The restaurant is located at 2500 S. Woodlands Village Blvd #28 in Flagstaff. This is an application for a new series 12 license #12033328.

I conducted a query through local systems and public access on Richard Fernandez. Richard was found to have been cited for disorderly conduct in 2004 by the Flagstaff Police Department. Richard entered into a diversion agreement with the Flagstaff City Court, resulting in the charges being dismissed. I spoke with Richard who stated he had been the owner and manager of Pesto Brothers series 12 liquor license from 2002 till 2010. Richard said he has not been charged with liquor law violations. Richard stated he has completed the mandatory liquor license training course and provided proof. I spoke with a representative of the Arizona Department of Liquor License and Control who confirmed Richard has no past or pending liquor violations. The representative also stated the 2004 disorderly conduct charge would not keep them from approving the license.

As a result of this investigation, I can find no reason to oppose this series 12 liquor license application. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

August 6, 2012

TO: Susan Alden, City Records Technician

THROUGH: Roger Eastman, AICP, Zoning Code Administrator

FROM: Gregory Brooks, Code Compliance Officer II

RE: Application for Liquor License #12033328
2500 S. Woodlands Village Blvd., #28, Flagstaff,
Arizona 86004
Assessor's Parcel Number 112-29-014C
Richard Fernandez on behalf of Pizza Furiosa

This application is a request for a Series 12 (Restaurant) new liquor license from Richard Fernandez on behalf of Pizza Furiosa, located in the Highway Commercial (HC) Zone. This district allows for restaurants.

This is a new liquor license.

There are no active Zoning Code violations associated with Richard Fernandez or Pizza Furiosa at this time.

This Liquor License is recommended for approval.

Memo

To: Susan Alden, City Records Technician
From: Ranbir Cheema - Tax, Licensing & Revenue Manager 
Date: August 13, 2012
Re: Series 12 Liquor License – New License – Pizza Furiosa

Pesto Brothers Piazza LLC DBA Pizza Furiosa with Richard Fernandez as its Managing Member, is properly licensed with the City. They are current in their tax returns filing and current on payments as required by a payment agreement with the City to remit the outstanding tax balance due. Currently, they are in compliance with the sales tax and licensing requirements of the City.

/liquor licenses/Pizza Furiosa.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Susan Alden, City Records Technician
Date: 06/08/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Action on Liquor License Application: Danny Thomas (Agent), "Hickory's Smoke House BBQ", 1435 S. Milton Road, Series 12, New License.

RECOMMENDED ACTION:

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

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Policy Decision or Reason for Action:

Danny Thomas has submitted a new Series 12 (restaurant) liquor license application for Hickory's Smoke House BBQ, which is a new business in a new location. Mr. Thomas is agent for the applicant.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal:

Effective governance (Regulatory action)

Has There Been Previous Council Decision on This:

Not applicable

Options and Alternatives:

- o Table the item if additional information or time is needed.
- o Make no recommendation.
- o Forward the application to the State with a recommendation for approval.
- o Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

- An application for a new Series 12 liquor license was received from Danny Thomas for Hickory's Smoke House BBQ, 1435 S. Milton Rd.
- A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.
- A background investigation performed by Gregory Brooks, Code Compliance Officer II, resulted in no active code violations being reported.
- Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

- Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.
- A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.
- The deadline for issuing a recommendation on this application is September 22, 2012.
- The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government (Series 05), hotel/motel (Series 11), or restaurant, (Series 12) liquor license applications; and the State does not require a geological map or list of licenses in the vicinity for any license series

Community Benefits and Considerations:

- This business will contribute to the tax base of the community.
- We are not aware of any other relevant considerations.

Community Involvement:

- The application was properly posted on August 2, 2012.
- No written protests have been received to date.

Expanded Options and Alternatives:

(1) Table the item if additional information or time is needed; (2) Make no recommendation; (3) Forward the application to the State with a recommendation for approval; (4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Date of Council Approval:

Attachments: [Hickory's Smoke Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [Hickory's Smoke PD Memo](#)
 [Hickory's Smoke Code Memo](#)
 [Hickory's Smoke Tax Memo](#)

Form Review

Inbox
DCM - Jerene

Form Started By: Susan Alden

Reviewed By
Jerene Watson

Final Approval Date: 08/15/2012

Date
08/15/2012 08:07 AM
Started On: 08/08/2012 12:04 PM



City of Flagstaff

OFFICE OF THE CITY CLERK

August 15, 2012

Danny Thomas
P.O. Box 152
Flagstaff, AZ 86002

Dear Mr. Thomas:

Your application for a new Series 12 liquor license for Hickory's Smoke House BBQ at 1435 S. Milton Road was posted on August 2, 2012. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on Monday, August 27, 2012 which begins at noon.

It is important that you or your representative attend this Council Meeting to make a presentation on your application and to answer any questions that the City Council may have. Failure to make a presentation could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license and to make a presentation on that information, as well as stating whether or not you have attended the necessary training, whether or not you have had a business prior to this one, and, if so, the kinds of business(es) you have operated. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application will expire on August 22, 2012, and the application may be removed from the premises at any time.

If you have any questions, please feel free to call me at 928-213-2066.

Sincerely,

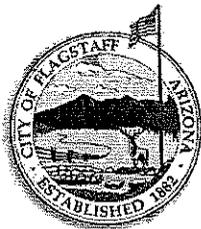
Susan Alden
City Records Technician

Enclosure

Arizona Relay Service 7-1-1

211 West Aspen Avenue, Flagstaff, Arizona 86001
Main & TDD (928) 774-5281 • Fax (928) 779-7696





City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will accept a motion to open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. By motion, Council will then close the public hearing.
8. By motion, the Council will then vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

MEMORANDUM

Memo # 12-127-01

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright

DATE: August 10, 2012

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Hickory’s Smoke House BBQ”

On August 10, 2012, I initiated an investigation into an application for a series 12 liquor license filed by Danny Thomas (Agent) on behalf of the owners of Hickory’s Smoke House BBQ. The restaurant is located at 1435 S. Milton Road in Flagstaff. Hickory’s Smoke House BBQ, has listed four co-owners who will be operating the business daily. The co-owners/operators are Samantha Ann Burns, Stephen Brantley, Patricia Gortarez, and Cameron Hollerbach. This is an application for a new series 12 license #12033330.

I conducted a query through local systems and public access on Danny Thomas, Samantha Ann Burns, Stephen Brantley, Patricia Gortarez, and Cameron Hollerbach and no derogatory records were found. Danny Thomas has completed the mandatory liquor license training course and provided proof. Danny is the owner of Northern Arizona Expert Liquor Consultants who acts as the agent for this license, and will not be a part of the day to day operations. I spoke with Samantha Burns who stated she and her business partners have completed the liquor law training course.

As a result of this investigation, I can find no reason to oppose this series 12 liquor license application. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

August 6, 2012

TO: Susan Alden, City Records Technician

THROUGH: Roger Eastman, AICP, Zoning Code Administrator

FROM: Gregory Brooks, Code Compliance Officer II

RE: Application for Liquor License #12033330
1435 S. Milton Rd., Flagstaff, Arizona 86004
Assessor's Parcel Number 103-20-058D
Danny Thomas on behalf of Hickory's Smoke House BBQ



This application is a request for a Series 12 (Restaurant) new liquor license from Danny Thomas on behalf of Hickory's Smoke House BBQ, located in the Highway Commercial (HC) Zone. This district allows for restaurants.

This is a new liquor license.

There are no active Zoning Code violations associated with Danny Thomas or Hickory's Smoke House BBQ at this time.

This Liquor License is recommended for approval.

Memo

To: Susan Alden, City Records Technician

From: Ranbir Cheema - Tax, Licensing & Revenue Manager



Date: August 13, 2012

Re: Series 12 Liquor License – New License – Hickory's Smoke House BBQ

Free Lunch Inc DBA Hickory's Smoke House BBQ with Stephen Brantley and Samantha Burns as its corporate officers, is properly licensed with the City. They are not yet open so there are no returns required to be filed at this time. Currently, they are in compliance with the sales tax and licensing requirements of the City.

/liquor licenses/Hickory's Smoke House BBQ.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Glorice Pavey, Senior Recreation Coordinator
Date: 06/21/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Approval of Aspen and Birch Street Closures: Eighth Annual Route 66 Days Charity Car Show.

RECOMMENDED ACTION:

Approve the street closures of Aspen and Birch avenues between Humphreys and San Francisco streets, on Saturday, September 8, 2012 from 6:00 a.m. – 6:00 p.m.

Policy Decision or Reason for Action:

By allowing the 2012 Route 66 Days Charity Car Show as an exception to the Special Event Permit Regulations regarding the full closure of Aspen and Birch avenues, between Humphreys and San Francisco, the City is providing a safe alternative location for an annual community event.

No Subsidiary Decisions Points

Financial Impact:

Street closures have the potential to change traffic patterns for local businesses.

Connection to Council Goal:

A sustainable community through economic vitality, environmental protection and social inclusion.
Diversity of arts, culture and educational opportunities.
Livability through good neighborhoods, affordable housing and varied recreational activities.

Has There Been Previous Council Decision on This:

The Route 66 Days Charity Car Show has been granted this exception for the last six years.

Options and Alternatives

Deny the request to close the proposed downtown streets.

- Pro: Closure of streets in the north downtown area have the potential to negatively impact business in this area. By not allowing the closure, these north downtown businesses and residents could count on the ordinary flow of traffic and parking.
- Con: This is a well-loved community event that brings visitors into Flagstaff and positively affects many areas of the local economy including hotel and restaurant sales. By not allowing this event, we may see a dip in sales tax revenues that Flagstaff ordinarily sees during this weekend.

Background/History:

The 2012 Flagstaff Route 66 Days Charity Car Show is organized by the local Route 66 Car Club. Now in its eighth year, the purpose of this event is to bring attention to the historic value of Route 66, bringing people to Flagstaff to celebrate its history through display of reconditioned and restored cars and other City attractions. The Flagstaff Route 66 Days Charity Car Show attracted 425 cars and 5,000 participants in 2011.

Key Considerations:

The current Special Event Permit Regulations do not allow for the full closure of one-way downtown streets. Deviations from the Special Event Permit Packet have been approved by Council on a case-by-case basis. The Route 66 Days Charity Car Show has been granted this exception for the last six years. Additional two-way street closures involved with this permit do not require Council approval including Sitgreaves between Santa Fe and Birch; Aspen Avenue between Humphreys and Sitgreaves; Leroux Street between Route 66 and Birch. The flow of traffic will continue as normal on San Francisco, Beaver and Humphreys streets. The Flagstaff Fire Department requires that there be a fire lane and access to all hydrant and water hook-ups on the streets.

Community Benefits and Considerations:

The event brings approximately 5000 residents and visitors to the historic downtown area and generates tourism and business for our hotels and restaurants.

Community Involvement:

The Public Participation Goal of INFORM was used. Numerous organizations and businesses participate in this event, including many of the downtown businesses. In late June, the Office of Community Events sent postcards to residents and businesses in the north downtown area to notify them of the existence and location of the 'Downtown Minute' newsletter. The July newsletter informed residents and local downtown businesses of the date and time that this agenda item will be presented to Council, per Council's request.

Date of Council Approval:

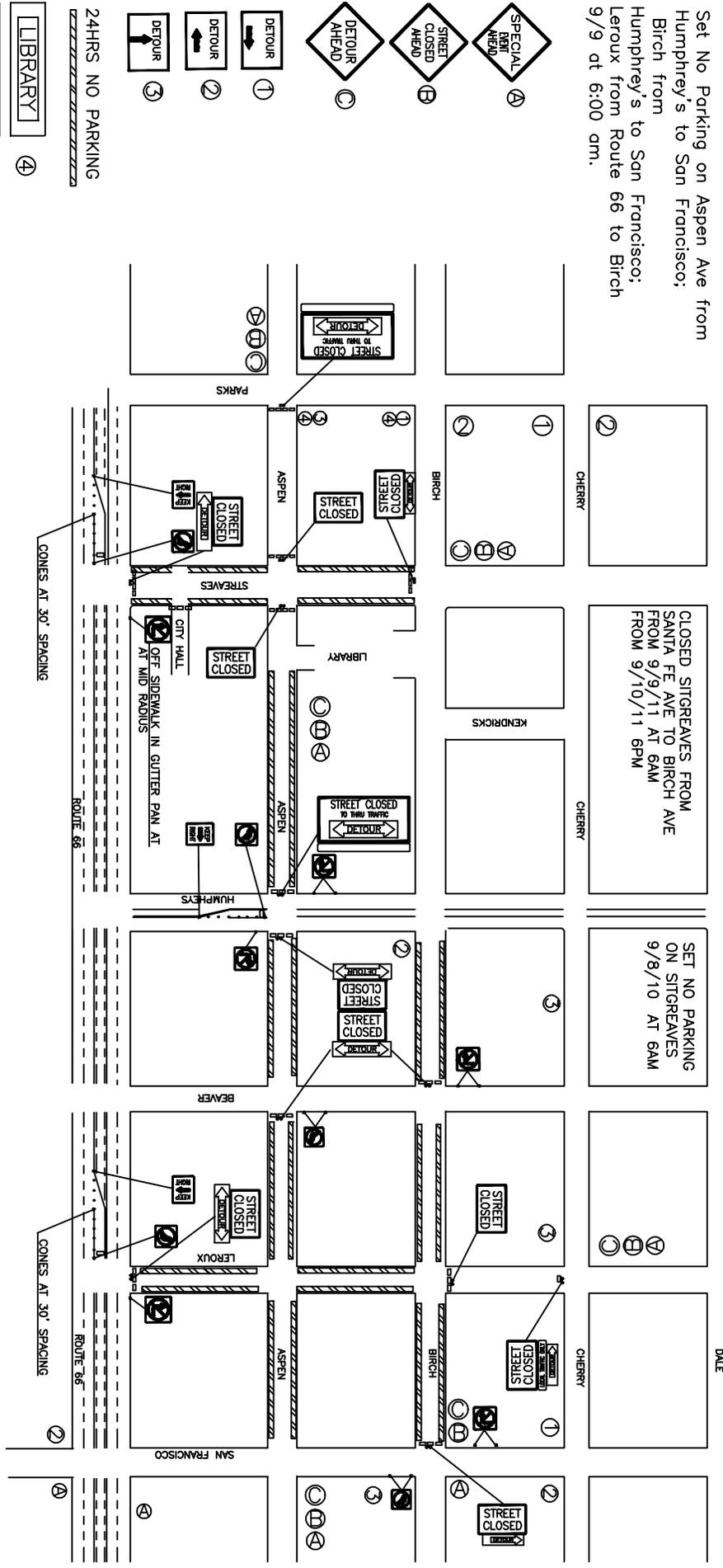
Attachments: [Traffic Control Plan](#)

Form Review

Inbox	Reviewed By	Date
Senior Rec Coordinator - Pavey (Originator)	Glorice Pavey	06/28/2012 04:55 PM
Recreation Services Director	Brian Grube	06/29/2012 11:07 AM
Senior Rec Coordinator - Pavey (Originator)	Glorice Pavey	06/29/2012 03:33 PM
Recreation Services Director	Brian Grube	07/01/2012 09:58 AM
Senior Rec Coordinator - Pavey (Originator)	Glorice Pavey	07/05/2012 08:06 AM
Traffic Engineer	Margie Brown	07/05/2012 11:46 AM
DCM - Jerene	Jerene Watson	07/05/2012 01:37 PM
Form Started By: Glorice Pavey		Started On: 06/21/2012 02:35 PM
Final Approval Date: 07/05/2012		

Aspen Ave from Humphrey's to San Francisco;
 Birch from Humphrey's to San Francisco;
 San Francisco; Leroux from Route 66 to Birch
 will closed from 9/10/11 at 6:00 am until 9/10/11 at 6:00 pm.

Set No Parking on Aspen Ave from
 Humphrey's to San Francisco;
 Birch from Humphrey's to San Francisco;
 Leroux from Route 66 to Birch
 9/9 at 6:00 am.



DATE

LEGEND

CONTRACTOR: FLAGSTAFF DOWNTOWN BUSINESS
 LOCATION: BEAVER-SAN FRANCISCO
 TIME USAGE: 24HRS
 AGENCY: FLAGSTAFF

DATE: 5 JULY 11
 START DATE: 9 SEPT TO 11 SEPT
 DRAWN BY: GARY BARTILUCCI

TRAFFIC CONTROL PLAN # 3

CONTRACTOR: FLAGSTAFF DOWNTOWN BUSINESS
 LOCATION: BEAVER-SAN FRANCISCO
 TIME USAGE: 24HRS
 AGENCY: FLAGSTAFF

DATE: 5 JULY 11
 START DATE: 9 SEPT TO 11 SEPT
 DRAWN BY: GARY BARTILUCCI

RoadSafe
 TRAFFIC STRATEGIES

Life on the road

NORTH

NOT TO SCALE

SPEED LIMIT 30
 EXISTING SPEED LIMIT

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Dan Musselman, Police Lieutenant
Date: 07/26/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Approval of Grant Agreement and Acceptance of Grant Funding: Selective Traffic Enforcement Program Grant.

RECOMMENDED ACTION:

Approve the grant agreement with the Governor's Office of Highway Safety (GOHS) for Selective Traffic Enforcement and authorize the acceptance of grant funding in the amount of \$5,000.

Policy Decision or Reason for Action:

Approval of this grant will provide for the acceptance of funds to staff overtime traffic enforcement details centered around our most dangerous intersections in Flagstaff. Acceptance of this grant will assist us in our mission to protect life and property through the enhanced enforcement of common traffic violations that lead to collisions.

Subsidiary Decisions Points: This is the first year we have applied for and received funding for their selective traffic enforcement program.

Financial Impact:

The grant award is for \$5,000 and does not require any matching funds. Employee related funds are not included in this amount.

Connection to Council Goal:

Public Safety

Has There Been Previous Council Decision on This:

The Flagstaff Police Department has applied for and received funding from the Governor's Office of Highway Safety for several different funding initiatives over the last several years. This is the first year we have applied for and received funding for their selective traffic enforcement program.

Options and Alternatives

- 1) Approve the grant agreement allowing the Flagstaff Police Department to receive \$5,000 in additional financial resources to staff the selective traffic enforcement program.
- 2) Decline the grant and not accept the \$5,000 from the Governor's Office of Highway Safety.

Background/History:

The mission of the Flagstaff Police Department is to preserve life and property. One of our departmental goals is to make our city streets safer by reducing collisions. We feel that this can best be accomplished by increasing education and enforcement related to those problem areas in our city where we are seeing a higher number of motor vehicle collisions, most notably those that are resulting in injury. Acceptance of this grant helps support our mission.

Key Considerations:

The Milton Road corridor accounted for 19% (71 of 379) of our injury collisions in 2011, and contained 7 of our top 15 most collision prone intersections in 2011. Speed and or following too closely are a factor in at least 57% of these 71 collisions on Milton Road. Our total traffic collision rates have been trending down over the last three years: 2009=2803 collisions, 2010=2733 collisions, and 2011=2534 collisions. We feel that we have the potential to have a greater impact in the area of collision reduction if we utilize the selective traffic program to post designated traffic officers on overtime to specifically address the violations that are causing these collisions at our most dangerous intersections on the specific dates and times when we have seen the most collisions.

Community Benefits and Considerations:

The citizens of our community expect and deserve our streets to be places where they feel safe. The Flagstaff Police Department is committed to making our streets safer for motorists, bicyclists and pedestrians. The acceptance of this grant provides additional resources to work some of the dangerous intersections within our community more directly. We anticipate this will have an impact in lowering our collision rates. We aspire to achieve this objective by educating the community at large about the dangers of common traffic violations that lead to collisions, the importance of defensive driving, and by advertising our enhanced patrol efforts targeting speed and following too closely violation, via local media outlets.

Community Involvement:

Inform and Collaborate

Date of Council Approval:

Attachments: [Grant](#)

Form Review

Inbox	Reviewed By	Date
Grants Manager	Stacey Brechler-Knaggs	08/08/2012 11:29 AM
Finance Director	Rick Tadder	08/13/2012 08:07 AM
Police Chief	Kevin Treadway	08/13/2012 11:24 AM
DCM - Josh	Elizabeth A. Burke	08/15/2012 10:56 AM
City Manager	Kevin Burke	08/15/2012 11:05 AM
Form Started By: Dan Musselman		Started On: 07/26/2012 08:50 AM
Final Approval Date: 08/15/2012		

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

		CFDA 20.600
1. APPLICANT AGENCY Flagstaff Police Department	GOHS CONTRACT NUMBER 2013-PT-009	
ADDRESS 911 E. Sawmill Road, Flagstaff, Arizona 86001	PROGRAM AREA 402 – PT TASK 1	
2. GOVERNMENTAL UNIT City of Flagstaff	AGENCY CONTACT Stacey Brechler-Knaggs	
ADDRESS 211 W. Aspen, Flagstaff, Arizona 86001	3. PROJECT TITLE	
4. GUIDELINES 402 – Police Traffic (PT)	Selective Traffic Enforcement (STEP)	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Speed Enforcement throughout the City of Flagstaff.		
6. BUDGET COST CATEGORY	Project Period FY 2013	
I. Personnel Services	\$4,000.00	
II. Employee Related Expenses	\$1,000.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$5,000.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2013
CURRENT GRANT PERIOD	FROM: 10-01-2012	TO: 09-30-2013
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$5,000.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Flagstaff is the county seat of Coconino County. The Arizona Department of Transportation indicated 172,932 are registered in Coconino County. This does not necessarily include the vehicles registered to the 18,000 students enrolled at Northern Arizona University and does not consider our high volume of tourist related traffic. The majority of registered vehicles can be associated with Flagstaff and the surrounding commuter communities. There is a large volume of commuter and tourist vehicle traffic; due to a major university, Northern Arizona University, plus, summer and winter tourists.

The major roadways within the City of Flagstaff include:

- Interstate 17
- Interstate 40
- U.S. Highway 89
- U.S. Highway 180
- Historic Route 66

There are approximately 35 miles of state owned highways in the City of Flagstaff. These highways account for large numbers of interstate vehicles in transit. The local economy is dependent on tourism. The City of Flagstaff contains approximately 65 square miles, which is serviced by approximately 634 lane miles of surfaced roadways. The major commuter accessible corridors account for approximately 20 miles of road surface. Statistically, the majority of arrested impaired drivers; which are involved in a collision, are found on these major roadways.

Agency Problem:

Flagstaff Police Department is located in the county seat of Coconino County. Frequently, snow, rain, wind, and fog contribute to hazardous road conditions and collisions. These hazards are amplified when aggressive speed traffic-related issues arise within the community. The Flagstaff Police Department requests grant funding to utilize for Flagstaff Police Department Officers overtime activities associated with increased speed related enforcement.

The mission of the Flagstaff Police Department is to preserve life and property and the goal is to make the Flagstaff city streets safer, by reducing traffic-related injuries and fatalities. Flagstaff Police Department believe that this goal can be accomplished by increasing STEP awareness through education about the dangers of aggressive speed driving and by directed enforcement activities that remove aggressive drivers from the streets. Speed related injuries present a real threat to the safety of all persons on or near the highway. The costs associated with the loss of human life, injuries and property damage is an enormous burden on the Flagstaff community.

Agency Attempts to Solve Problem:

The Flagstaff Police Department considers any loss of life or limb to a speed-related, motor vehicle accident unacceptable. Flagstaff Police Department has a longstanding tradition of aggressive speed-related interdiction and enforcement. Every officer in the organization is held accountable to speed enforcement standards. Past patrol efforts to resolve this community challenge have proven very successful, with demonstrable reductions in vehicle collisions where aggressive speed was a factor. These efforts have been supported with STEP overtime operations such as speed enforcement patrols, and directed patrols on weekends and holidays. These efforts are staffed by officers on overtime to enhance effectiveness. Without

these approaches it is difficult, if not impossible, to staff these operations with on-duty officers as they have primary responsibility to respond to all manner of calls for service during their shift.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Speed Enforcement throughout the City of Flagstaff.

How Agency Will Solve Problem With Funding:

Flagstaff Police Department's objective is to significantly reduce injury and fatality collisions within the Flagstaff community by emphasizing education and traffic-related enforcement specifically in the Milton Road corridor which accounts for a high number of Flagstaff's injury collisions.

Flagstaff Police Department's Traffic Education Program is as follows:

- The use of Public Service Announcements and city web-site to educate the public on the most common violations that led to collisions and injury collisions
- The use of message boards on site to notify the public of dangerous intersections
- The use of the "dummy car" in an attempt to slow down the motoring public

Flagstaff Police Department's Traffic Enforcement Program is as follows:

- Aggressive driving enforcement officers specifically detailed to detect and apprehend speeders and those following too closely during strategic times and target days at high collision locations
- The Traffic enforcement officers will be vigilant for safety belt and child restraint violations

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2011)	TWO YEARS AGO (2010)	THREE YEARS AGO (2009)
TOTAL FATAL COLLISIONS	5	2	2
TOTAL INJURY COLLISIONS	379	372	358
TOTAL COLLISIONS INVESTIGATED	2334	2733	2803
ALCOHOL-RELATED FATALITIES	1	0	0
ALCOHOL-RELATED INJURIES	26	23	26
SPEED-RELATED FATALITIES	1	1	2
SPEED-RELATED INJURIES	121	112	90
PEDESTRIAN FATALITIES	3	1	1
PEDESTRIAN INJURIES	39	40	35
BICYCLE FATALITIES	1	1	1
BICYCLE INJURIES	56	49	58
TOTAL DUI ARRESTS	780	815	860
TOTAL MISDEMEANOR DUI ARRESTS	665	675	668
TOTAL AGGRAVATED DUI ARRESTS	115	140	192
TOTAL EXTREME DUI .15 ARRESTS	316	372	333
TOTAL DUI-DRUG ARRESTS	84	55	62
TOTAL DRE EVALUATIONS	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	0	0	0
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	774	811	744
UNDERAGE DUI ARRESTS	82	95	118
UNDERAGE DUI-DRUG ARRESTS	34	10	4
TOTAL AGENCY CITATIONS	12780	15302	15353
SPEED CITATIONS	1925	1972	2308
RED LIGHT RUNNING CITATIONS	435	590	719
SEAT BELT CITATIONS	531	757	417
CHILD SAFETY SEAT CITATIONS	157	240	234

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Speed Enforcement throughout the City of Flagstaff. The following goals and objectives shall be accomplished as a result of this funding:

- Expend funding for Personnel Services (overtime) and Employee Related Expenses provided for Speed/STEP activities by September 30, 2013.
- To reduce or maintain the total number of persons killed in traffic collisions through Speed Enforcement by December 31, 2013.
- To reduce or maintain the total number of persons injured in traffic collisions through Speed Enforcement by December 31, 2013.
- To increase the total number of speed citations by 5% percent from the calendar 2011 base year total of **1925 to 2022** by December 31, 2013.
- To increase the total number of total agency citations by 5% percent from the calendar 2011 base year total of **12780 to 13419** by December 31, 2013.
- To conduct **Two (2)** highly publicized Speed/STEP enforcement operations by September 30, 2013.
- To make **One (1)** training presentations to law enforcement personnel related to DUI, Speed, Occupant Restraints etc., by September 30, 2013.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**

METHOD OF PROCEDURE:

The Flagstaff Police Department will implement the following strategies to meet the outlined goals and objectives:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in Speed/Selective Traffic Enforcement Program (STEP).
- To improve the enforcement of traffic safety laws intended to reduce death, injury and property damage and promote roadway safety, by strict and consistent enforcement.
- Identify most dangerous roads (Speed-Related Issues) within specific geographic area respective community. Deploy enforcement efforts based upon identification process.
- Include speed and traffic enforcement as part of other enforcement programs (i.e., DUI and occupant protection).
- Provide public information and education on the effects of excessive vehicle speed and hazardous traffic violations.

- To encourage law enforcement agencies to use changeable message signs to promote traffic safety messages and operations.
- To develop a Speed/STEP Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Flagstaff Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being delayed until completed.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Flagstaff Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Flagstaff Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)

- Photograph of capital outlay equipment
 - Capital Outlay Equipment Form (Equipment \$5,000 or more)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
 - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor’s Office of Highway Safety. *Note:* The “Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Kevin Treadway, Interim Chief, Flagstaff Police Department, shall serve as Project Director.

Stacey Brechler-Knaggs, Grants Manager, Flagstaff Police Department, shall serve as Project Administrator.

Michelle S. Harrington, Governor’s Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports

- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
Under \$50,000.00	Desk Review/Phone Conference.
\$50,000.01-\$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$4,000.00
II.	Employee Related Expenses	\$1,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$5,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Flagstaff Police Department shall absorb any and all expenditures in excess of \$5,000.00.

**DAILY ENFORCEMENT REPORT
(For Agency Use Only)**

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. *Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):*

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. *Agency's Fiscal Contact:*

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Grant Agency: State of Arizona, Governor's Office of Highway Safety
Project Title: DUI Enforcement
Grant Number: 2013-AL-012

Attest:

City Clerk

Approved as to Form:

City Attorney

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Kevin Treadway, Interim Chief
Flagstaff Police Department



6/26/12 556-2304
Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Kevin Burke, City Manager
City of Flagstaff

_____ _____
Date Telephone

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Dan Musselman, Police Lieutenant
Date: 07/25/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Approval of Grant Agreement and Acceptance of Grant Funding: DUI Enforcement Grant.

RECOMMENDED ACTION:

Approve the grant agreement with the Governor's Office of Highway Safety (GOHS) and authorize the acceptance of grant funding in the amount of \$30,000.

Policy Decision or Reason for Action:

Approval of this grant agreement will provide the Flagstaff Police Department with an additional \$30,000 to staff DUI enforcement task forces during holiday, special events, and other weekends when impaired drivers are more likely to be on the road. Additional officers on overtime will be brought in to assist with removing impaired drivers from our roads. Acceptance of this grant helps assist us in our mission to protect life and property through the reduction of alcohol related injury collisions.

Subsidiary Decisions Points: We have applied for and received this grant for many years.

Financial Impact:

The grant award is for \$30,000, and does not require any matching funds. Employee related expenses are included in this amount.

Connection to Council Goal:

Public safety

Has There Been Previous Council Decision on This:

This grant has been approved and accepted for several years.

Options and Alternatives

1. Approval of the grant agreement gives the Flagstaff Police Department \$30,000 in additional financial resources to conduct DUI Enforcement.
2. Declining the grant would not give the Flagstaff Police Department any additional financial resources for DUI Enforcement.

Background/History:

The Flagstaff Police Department considers any loss of life or limb to a drug or alcohol-related, motor vehicle accident unacceptable. We have conducted both in-service and advanced officer training in D.U.I. detection. We have a longstanding tradition of aggressive D.U.I. interdiction and enforcement. Every officer in our organization is held accountable to D.U.I. arrest standards. Each officer working a night shift is expected to make at least three D.U.I. arrests per month to achieve a standard performance rating. This is done in the interest of protecting life and property through collision reduction. Our interdiction efforts have further been supported with D.U.I. overtime operations such as task force patrols, and directed patrols on weekends and holidays. These efforts are staffed by officers on overtime to enhance effectiveness. Without the financial resources provided for by this type of grant, it is difficult, if not impossible, to staff these operations with on-duty officers as they have primary responsibility to respond to all manner of calls for service during their shift. We have applied for and accepted grant funding from the Governor's Office of Highway safety for several years and enjoy a positive relationship with them.

Key Considerations:

The law-abiding citizens of our community expect and deserve our streets and neighborhoods to be places where they feel safe. The acceptance of this grant gives us additional resources to help us reduce collisions through removing impaired drivers. The numerous letters and comments the Police Department receives from citizens re-enforces this goal.

Community Benefits and Considerations:

The Flagstaff Police Department is committed to making our city streets safer for motorists, bicyclists and pedestrians. Frequently snow, rain, wind, and fog contribute to hazardous road conditions and collisions. These hazards are amplified when impaired drivers are involved. Drunk drivers present a real threat to the safety of all persons on or near the highway. The costs associated with the loss of human life, injuries and property damage is an enormous burden on our community.

Community Involvement:

Inform and Collaborate

Date of Council Approval:

Attachments: [GOHS DUI Enforcement Grant Agreement](#)

Form Review

Inbox	Reviewed By	Date
Grants Manager	Stacey Brechler-Knaggs	08/08/2012 11:19 AM
Finance Director	Rick Tadder	08/13/2012 08:06 AM
Police Chief	Kevin Treadway	08/13/2012 11:19 AM
DCM - Josh	Elizabeth A. Burke	08/15/2012 10:56 AM
City Manager	Kevin Burke	08/15/2012 11:05 AM
Form Started By: Dan Musselman		Started On: 07/25/2012 03:27 PM
Final Approval Date: 08/15/2012		

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

CFDA 20.600

1. APPLICANT AGENCY Flagstaff Police Department	GOHS CONTRACT NUMBER 2013-AL-012
ADDRESS 911 E. Sawmill Road, Flagstaff, Arizona 86001	PROGRAM AREA 402 – AL TASK 1
2. GOVERNMENTAL UNIT City of Flagstaff	AGENCY CONTACT Stacey Brechler-Knaggs
ADDRESS 211 W. Aspen, Flagstaff, Arizona 86001	3. PROJECT TITLE DUI Enforcement
4. GUIDELINES 402 – Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal (402) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Flagstaff.

6. BUDGET COST CATEGORY	Project Period FY 2013
I. Personnel Services	\$24,000.00
II. Employee Related Expenses	\$6,000.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$30,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2013

CURRENT GRANT PERIOD FROM: 10-01-2012 TO: 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$30,

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Flagstaff is the county seat of Coconino County. The Arizona Department of Transportation indicated 172,932 are registered in Coconino County. This does not necessarily include the vehicles registered to the 18,000 students enrolled at Northern Arizona University and does not consider our high volume of tourist related traffic. The majority of registered vehicles can be associated with Flagstaff and the surrounding commuter communities. There is a large volume of commuter and tourist vehicle traffic; due to a major university, Northern Arizona University, plus, summer and winter tourists.

The major roadways within the City of Flagstaff include:

- Interstate 17
- Interstate 40
- U.S. Highway 89
- U.S. Highway 180
- Historic Route 66

There are approximately 35 miles of state owned highways in the City of Flagstaff. These highways account for large numbers of interstate vehicles in transit. The local economy is dependent on tourism. The City of Flagstaff contains approximately 65 square miles, which is serviced by approximately 634 lane miles of surfaced roadways. The major commuter accessible corridors account for approximately 20 miles of road surface. Statistically, the majority of arrested impaired drivers; which are involved in a collision, are found on these major roadways.

Agency Problem:

Flagstaff Police Department is located in the county seat of Coconino County. Frequently, snow, rain, wind, and fog contribute to hazardous road conditions and collisions. These hazards are amplified when impaired drivers are involved. The Flagstaff Police Department requests grant funding to utilize for Flagstaff Police Department Officers overtime activities associated with increased DUI enforcement.

The mission of the Flagstaff Police Department is to preserve life and property and the goal is to make the Flagstaff city streets safer, by reducing traffic-related injuries and fatalities. Flagstaff Police Department believe that this goal can be accomplished by increasing DUI awareness through education about the dangers of driving under the influence, and by directed enforcement activities that remove impaired drivers from the streets. Drunk drivers present a real threat to the safety of all persons on or near the highway. The costs associated with the loss of human life, injuries and property damage is an enormous burden on the Flagstaff community.

Agency Attempts to Solve Problem:

The Flagstaff Police Department considers any loss of life or limb to a drug or alcohol-related, motor vehicle accident unacceptable. Flagstaff Police Department has a longstanding tradition of aggressive DUI interdiction and enforcement. Every officer in the organization is held accountable to DUI arrest standards. Each officer working a night shift is expected to make at least three DUI arrests per month to achieve a standard performance rating. This is done in the interest of protecting life and property. Flagstaff Police Department has conducted both in-service and advanced officer training in DUI detection. Past patrol efforts to resolve this community challenge have proven very successful, with demonstrable reductions in vehicle collisions where alcohol was a factor. These efforts have been supported with DUI overtime operations such

as task force patrols, and directed patrols on weekends and holidays. These efforts are staffed by officers on overtime to enhance effectiveness. Without these approaches it is difficult, if not impossible, to staff these operations with on-duty officers as they have primary responsibility to respond to all manner of calls for service during their shift.

In keeping with our mission to protect citizens, and in conjunction with area DUI taskforce operations, the Flagstaff Police Department expects each of its patrol officers to proactively engage in the arrest of drunk drivers. These police officers are typically attached to patrol squads that work during the evening and nighttime hours. During their shift, these officers are responsible for answering calls for service while remaining vigilant for DUI offenders. The average DUI arrest rate for a community of our size based on data from the ICMA (Comparative Performance Measurement) FY2010 Data report in 2010 was 5.02 DUI arrests per 1,000 population. Our tenacious efforts led to 815 DUI arrests in 2010 which works out to an arrest rate of 12.5 DUI arrests per 1,000 population; which was double the number of arrests that most communities of our size are reporting. Comparative data has not been released for 2011. However, Flagstaff Police Department anticipate the arrest rate of 12.0 DUI arrests per 1,000 population will still be double that of comparative communities based on Flagstaff Police Departments aggressive enforcement (780 DUI arrests, 65,000 population, = 12.0 DUI arrest rate).

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI Enforcement throughout the City of Flagstaff.

How Agency Will Solve Problem With Funding:

Flagstaff Police Department's objective is to significantly reduce impaired driving in the Flagstaff community by emphasizing impaired driver-related enforcement:

The Flagstaff Police Department DUI Enforcement Program is as follows:

- DUI enforcement officers specifically detailed to detect and apprehend impaired drivers during strategic times during target days.
 - Two officers will be assigned on Thursday, Friday, and/or Saturday nights from 9:00pm until 3:00am until grant funds have been depleted.
 - Holiday DUI enforcement: Officers will be assigned to DUI enforcement during holiday weekends that are characterized by an increase in traffic fatalities and injuries associated with impaired driving. These holiday weekends include (but are not limited to) New Years Eve, Labor Day, St. Patrick's Day, the Memorial Day Weekend, 4th of July and two annual graduation weekends for Northern Arizona University. This holiday enforcement would continue until grant funds have been depleted.
- DUI Prevention Program: The objective is to educate various members of the community on the dangers of impaired driving. Flagstaff Police Department Officers will work in the various schools to educate those, coming of driving age, about the consequences of drinking and driving. The public at large will be educated through outreach efforts at local events.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2011)	TWO YEARS AGO (2010)	THREE YEARS AGO (2009)
TOTAL FATAL COLLISIONS	5	2	2
TOTAL INJURY COLLISIONS	379	372	358
TOTAL COLLISIONS INVESTIGATED	2334	2733	2803
ALCOHOL-RELATED FATALITIES	1	0	0
ALCOHOL-RELATED INJURIES	26	23	26
SPEED-RELATED FATALITIES	1	1	2
SPEED-RELATED INJURIES	121	112	90
PEDESTRIAN FATALITIES	3	1	1
PEDESTRIAN INJURIES	39	40	35
BICYCLE FATALITIES	1	1	1
BICYCLE INJURIES	56	49	58
TOTAL DUI ARRESTS	780	815	860
TOTAL MISDEMEANOR DUI ARRESTS	665	675	668
TOTAL AGGRAVATED DUI ARRESTS	115	140	192
TOTAL EXTREME DUI .15 ARRESTS	316	372	333
TOTAL DUI-DRUG ARRESTS	84	55	62
TOTAL DRE EVALUATIONS	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	0	0	0
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	774	811	744
UNDERAGE DUI ARRESTS	82	95	118
UNDERAGE DUI-DRUG ARRESTS	34	10	4
TOTAL AGENCY CITATIONS	12780	15302	15353
SPEED CITATIONS	1925	1972	2308
RED LIGHT RUNNING CITATIONS	435	590	719
SEAT BELT CITATIONS	531	757	417
CHILD SAFETY SEAT CITATIONS	157	240	234

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI Enforcement throughout the City of Flagstaff. The following goals and objectives shall be accomplished as a result of this funding:

- Expend funding for Personnel Services (overtime) and Employee Related Expenses provided for DUI activities by September 30, 2013.
- To reduce or maintain the total number of alcohol involved traffic fatalities through DUI enforcement by December 31, 2013.
- To reduce or maintain the total number of alcohol involved traffic injuries through DUI enforcement by December 31, 2013.
- To increase total department-wide DUI arrests by **5%** percent from the calendar 2011 base year total of **780 to 819** by December 31, 2013.
- To conduct **2** DUI Saturation Patrols by September 30, 2013 and to participate in **2** DUI Task Force Operations by September 30, 2013.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI in terms of money, criminal and human consequences.**

METHOD OF PROCEDURE:

The Flagstaff Police Department will implement the following strategies to meet the outlined goals and objectives:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in DUI activities.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.

- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to *"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."*
- The Agency will provide a schedule of their respective DUI Task Force details or planned participation in other agency DUI Task Force details a minimum of Three (3) weeks prior to each Mandatory Reporting Period.
- To develop a DUI Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Flagstaff Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being delayed until completed.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Flagstaff Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Flagstaff Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights,

obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment
 - Capital Outlay Equipment Form (Equipment \$5,000 or more)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
 - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?

- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Kevin Treadway, Interim Chief, Flagstaff Police Department, shall serve as Project Director.

Stacey Brechler-Knaggs, Grants Manager, Flagstaff Police Department, shall serve as Project Administrator.

Michelle S. Harrington, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation

- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
Under \$50,000.00	Desk Review/Phone Conference.
\$50,000.01-\$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$24,000.00
II.	Employee Related Expenses	\$6,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$30,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Flagstaff Police Department shall absorb any and all expenditures in excess of **\$30,000.00**.

**DAILY ENFORCEMENT REPORT
(For Agency Use Only)**

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. *Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):*

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. *Agency's Fiscal Contact:*

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Grant Agency: State of Arizona, Governor's Office of Highway Safety
Project Title: Selective Traffic Enforcement (STEP)
Grant Number: 2013-PT-009

Attest:

City Clerk

Approved as to Form:

City Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Valerie Hernandez, Communications Manager
Date: 07/24/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Approval of Intergovernmental Agreement: Dispatch services.

RECOMMENDED ACTION:

Approve the intergovernmental agreement with the National Park Service in the amount of \$5000.00.

Policy Decision or Reason for Action:

Efficiency: Approval of this agreement will continue to enhance interagency collaboration, information sharing and interoperability between the City of Flagstaff and the National Park Service (Flagstaff area monuments) in order to promote public safety on lands in close proximity to the City, within Coconino County that are under the law enforcement jurisdiction of the National Park Service. By maintaining radio contact with Flagstaff Communications & 911 Center, National Park Service officers can more easily advise Flagstaff Police Officers and Coconino County Deputies of issues or concerns that may affect public safety within the City of Flagstaff and surrounding areas of Coconino County.

Decision Points: Interactive Law Enforcement communications benefit both parties by increasing officer safety issues.

Financial Impact:

Approval of this agreement provides payment to the City of Flagstaff in the amount of \$5000.00 annually for the dispatch services provided. This payment assists in offsetting the cost of operating the Communications Center.

Connection to Council Goal:

Public Safety: The National Park Service provides federal law enforcement in the National Monuments surrounding the City of Flagstaff within Coconino County in cooperation with the City of Flagstaff and Coconino County Sheriff's Office. Approval of this agreement ensures direct and interoperable communication among law enforcement agencies who work together on a regular basis.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives

Not approve this Intergovernmental Agreement

Background/History:

The Flagstaff Police Department, through the Flagstaff Communications and 911 Center, has provided limited dispatch services for the National Park Service (Flagstaff area monuments) over the last several years. Their law enforcement officers have assisted Sheriff Deputies on incidents within Coconino County utilizing the Sheriff's Department radio frequencies. The National Park Service (Flagstaff area monuments) budgeting procedure is to enter into a new Financial and Operating Plan agreement for each calendar year that the Cooperative Law Enforcement Agreement is in effect. Approval of this request will put the Cooperative Law Enforcement Agreement in effect for five years and the Financial and Operating Plan for Fiscal Year 2013.

Key Considerations:

The approval of this Agreement provides for dispatch services as outlined and for the payment of \$5000.00 annually by the National Park Service for those services.

Until this year, the National Park Service has had their own dispatch services conducted out of the Grand Canyon. Their new radio system has encountered range issues with the Flagstaff Monuments, not allowing the Law Enforcement group to have access to their dispatch center. They are essentially without a dispatch center that they can reach via radio.

Community Benefits and Considerations:

The National Park Service law enforcement group provides law enforcement efforts in and around the City of Flagstaff and Coconino County. Approval of this agreement ensures continued inter-operable communications among law enforcement agencies in Flagstaff and Coconino County.

Community Involvement:

N/a

Expanded Options and Alternatives:

Approval of this agreement allows continued dispatch interoperability with the National Park Service. Disapproval will eliminate it.

Date of Council Approval:

Attachments: Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Director	Rick Compau	08/01/2012 11:05 AM
Purchasing Director	Rick Compau	08/13/2012 09:23 AM
Finance Director	Rick Tadder	08/13/2012 09:50 AM
Legal Assistant	Valerie Hernandez	08/13/2012 01:48 PM
Purchasing Director	Rick Compau	08/13/2012 03:04 PM
Finance Director	Rick Tadder	08/13/2012 04:32 PM
Legal Assistant	Elizabeth A. Burke	08/14/2012 08:43 AM
Police Chief	Kevin Treadway	08/14/2012 09:54 AM
Legal Assistant	Vicki Baker	08/14/2012 10:17 AM
Deputy City Attorney	Michelle D'Andrea	08/14/2012 10:45 AM
DCM - Josh	Elizabeth A. Burke	08/15/2012 10:56 AM
City Manager	Kevin Burke	08/15/2012 11:05 AM

Form Started By: Valerie Hernandez

Started On: 07/24/2012 09:32 AM

Final Approval Date: 08/15/2012

COOPERATIVE LAW ENFORCEMENT AGREEMENT NO. P12AC10702

**Between
THE NATIONAL PARK SERVICE
FLAGSTAFF AREA MONUMENTS
and
THE CITY OF FLAGSTAFF
POLICE DEPARTMENT**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ("Agreement") is entered into by and between the City of Flagstaff, Police Department, hereinafter referred to as "**the Cooperator**" and the National Park Service, Department of Interior, Flagstaff Area National Monuments, hereinafter referred to as the "**National Park Service.**"

Project Title: 5-Year Cooperative Law Enforcement Agreement, City of Flagstaff, AZ

ARTICLE I – BACKGROUND AND OBJECTIVES

The parties to this agreement recognize that public use of National Park System Lands (NPS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NPS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

ARTICLE II - AUTHORITY

Title 16 U.S.C. §1a-6(c), Law enforcement personnel within National Park System; and 16 U.S.C. §1g, Agreements for the Transfer of Appropriated Funds to Carry Out National Park Service Programs.

ARTICLE III – STATEMENT OF WORK

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NPS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

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

The Cooperator shall:

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A.
- B. Advise the National Park Service Principal Contact of any suspected criminal activities in connection with activities on NPS lands.

- C. Upon the request of the National Park Service, dispatch additional law enforcement personnel within manpower capabilities during extraordinary situations.
- D. Provide the National Park Service Principal Contact with case reports and timely information relating to incidents/crimes in connection with activities on NPS lands.
- E. Bill the National Park Service a flat annual amount of \$5,000.00 in accordance with the Operating Plan. Billing shall occur annually for the annual lump sum.
- F. Give the National Park Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- G. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- H. Monitor the National Park Service radio during the following time period(s): For any emergency or assistance required between the dates of the last signature and September 30, 2017. Address any concerns or notify/ request assistance from the National Park Service as required in the judgment of the Cooperator.

The National Park Service shall:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator annually for the fixed amount of \$5,000.00, subject to the terms outlined in Article VI.

Both parties agree:

- A. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NPS lands nor does this agreement have any effect upon the responsibility of the National Park Service for the enforcement of federal laws and regulations relative to NPS lands.
- B. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
 - 1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 - 2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. Billing frequency requirement(s).
 6. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 7. A review and signature of a National Park Service Agreements Coordinator.
- C. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement
- D. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- E. Cooperator's reimbursable expenses must be listed in an approved Operating Plan: expended in connection with activities on NPS lands; and expenses beyond those which are normally able to provide.
- F. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the National Park Service may request to provide additional special enforcement activities.

ARTICLE IV – TERM OF AGREEMENT

This agreement is executed as of the date of the last signature and, unless terminated earlier, is effective through August 31, 2017 at which time it will expire unless renewed.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

National Park Service

Diane Chung, Superintendent
National Park Service
6400 N. HWY 89
Flagstaff, AZ 86004
Phone: 928.526.1157 ext. 227
FAX: 928.526.4259
Email: diane_chung@nps.gov

City of Flagstaff

Kevin Treadway, Chief
City of Flagstaff Police Department
911 Sawmill Road
Flagstaff, Arizona 86001
Phone: 928.779.3646
FAX: 928.213.3372
Email: Ktreadway@coconino.az.gov

Deborah Cimmer, Contracting Officer
Arizona Major Acquisition Buying Office
1824 S. Thompson Street, Suite 200
Flagstaff, Arizona 86001
Phone: 928.638.7434
Fax: 928.638.7005
Email: deborah_cimmer@nps.gov

Valerie Hernandez, Communications Manager
City of Flagstaff Police Department
911 Sawmill Road
Flagstaff, Arizona 86001
Phone: 928.556.2313
Email: vhernandez@coconino.az.gov

Elizabeth Burke
City Clerk
Phone: 928-779-7607
Email: Eburke@flagstaffaz.gov

- B. Communications** – The City of Flagstaff will address any communication regarding this Agreement to the agreement technical representative with a copy to the Contracting Officer. Communications that relate solely to technical matters may be sent only to the agreement technical representative.
- C. Changes in Key Officials** – Neither the NPS nor the City of Flagstaff may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement.

ARTICLE VI – PAYMENT

- A.** The National Park Service will make payment for project costs upon receipt of SF-270 Request for Advance or Reimbursement. Each form shall display the National Park Service agreement number associated with the annual Operating Plan and the Cooperator's annual expenditures to date of the SF-270, displayed by separate cost elements as documented in the Operating Plan, less any previous National Park Service payments.
- B.** Request for Reimbursement shall be submitted by means of mail, facsimile, or email to:

National Park Service
Attn: Lisa Henson
P.O. Box 1507
Page, Arizona 86040
Phone: 928.608.6566
Fax: 928.608.6506
Email: lisa_henson@nps.gov

Submit a copy to: Diane Chung, Superintendent

- C.** In order to ensure proper payment, it is required that the City of Flagstaff register with the System for Award Management (SAM), accessed at <https://www.sam.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents the City of Flagstaff may have with the federal government.
- D.** Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory.

- E. Allowable and Eligible Costs: Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.
- F. Travel costs: For travel costs charged against awards under the Agreement, the City of Flagstaff and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

ARTICLE VII – PRIOR APPROVAL

The City of Flagstaff shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-102.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

- A. Specific projects or activities for which funds are advanced will be tracked and reported by an annual submission of a SF-425 Federal Financial Report (FFR). A final SF-425 shall be submitted at the completion of the Agreement. Within 90 days of the end of the agreement, a final SF-425 shall be provided to the Contracting Officer.
- B. Within 90 days of the end of the Agreement, a final performance report shall be provided to the Contracting Officer in accordance with 2 CFR 225.
- C. Within 90 days of the end of the Agreement a final property report (SF-428-B) for federally owned property, acquired equipment, and residual unused supplies with a total market value exceeding \$5,000. This report will also be used to indicate that the cooperator has no tangible property to report at closeout.

ARTICLE IX – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 215.33 through 35 apply to this Agreement.

ARTICLE X – MODIFICATION AND TERMINATION

- A. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The National Park Service is not obligated to fund any changes not properly approved in advance.
- B. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. In the event that one party provides the other party with

notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE XI – GENERAL AND SPECIAL PROVISIONS

OMB Circulars and Other Regulations – The following OMB circulars and other regulations are incorporated by reference to this agreement:

- A. OMB Circular A-102, as codified by 43 CFR Part 12, Subpart C, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- B. 2 CFR 225 (OMB Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments.”
- C. OMB Circular a-133, “Audits of States, Local Governments, and Non-Profit Organizations.”
- D. 2 CFR Part 1400, “Government-wide Debarment and Suspension.” (non-procurement)
- E. 2 CFR Part 182, “Government-wide Requirements for Drug-Free Workplace.”
- F. 43 CFR Part 12, Subpart E, “Buy American Requirements for Assistance Programs.”
- G. Any information furnished to the National Park Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

ARTICLE XII - ATTACHMENTS

The following documents are attached to and made a part of this Agreement:

- A. Exhibit A – Annual Operating and Financial Plan
- B. SF-424, “Application for Federal Assistance”, provided by the City of Flagstaff
- C. DI-2010, “U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matter, Drug-Free Workplace Requirement and Lobbying,” provided by the City of Flagstaff.

The Standard Forms (SF) can be downloaded electronically at www.gsa.gov/forms

ARTICLE XIII – AUTHORIZING SIGNATURES

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 instrument.

In witness whereof, the parties hereto have executed this instrument as of the last date written below.

FOR THE CITY OF FLAGSTAFF:

Jerry Nabours
MAYOR OF FLAGSTAFF, ARIZONA

Date

Kevin Treadway
FLAGSTAFF POLICE DEPARTMENT

Date

ATTEST: The authority and format of this instrument have been reviewed and approved for signature.

CITY CLERK

Date

CITY ATTORNEY'S OFFICE

Date

FOR THE NATIONAL PARK SERVICE

Deborah Cimmer
NPS Contracting Officer

Date

EXHIBIT A

2012 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the City of Flagstaff, Police Department, hereinafter referred to as "Cooperator," and the Department of Interior, National Park Service, Flagstaff Area National Monuments, hereinafter referred to as the "National Park Service," under the provisions of Cooperative Law Enforcement Agreement #P12AC10702 executed August, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning August 31, 2012, and ending August 31, 2017.

Previous Year Carry-over: \$ 0.00
Current Fiscal Year Obligation: \$5,000.00
FY2012 Total Annual Operating Plan: \$5,000.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact:

Kevin Treadway, Chief
City of Flagstaff Police Department
911 Sawmill Road
Flagstaff, AZ 86001.
Phone: 928.556.2309
FAX: 928.213.3372
E-Mail: ktreadway@coconino.az.gov

Cooperator Administrative Contact:

Valerie Hernandez, Communications Manager
City of Flagstaff, Police Department
911 Sawmill Road
Flagstaff, AZ 86001
Phone: 928.556.2313
FAX: 928.213.3372
E-Mail: vhernandez@coconino.az.gov

Principle National Park Service Contacts:

Diane Chung, Superintendent
National Park Service
6400 N. HWY 89
Flagstaff, AZ 86004
Phone: 928.526.1157 ext. 227
FAX: 928.526.4259
E-Mail: diane_chung@nps.gov

Contracting Officer

Deborah Cimmer
Arizona Major Acquisition Buying Office
1824 S. Thompson Street, Suite #200
Flagstaff, Arizona 86001
Phone: 928-638-7434
FAX: 928-638-7005
E-Mail: deborah_cimmer@nps.gov

**II. PATROL ACTIVITIES:
RADIO DISPATCHER SERVICES ONLY ARE APPROVED FOR FY12.**

Time schedules for radio dispatch activities, via the Communications Center, will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the National Park Service. The National Park Service will follow all standards and protocols set by the Communications Center for dispatch services.

Radio dispatch activities will include:

- Officer status checks when requested
- Registered vehicle and owner information
- Driver's license information
- Wants and warrant checks
- Calls for assistance or service, i.e., agency notifications, tow trucks, locksmith, etc.
- Hard copy information when requested

Total reimbursements for this category shall not exceed the amount of \$5,000.00.

III. TRAINING:

- A. No training/funding is approved for FY12.
- B. Total reimbursement for this category shall not exceed the amount of \$0.00.

IV. EQUIPMENT:

- A. No equipment purchase/funding is approved for FY12.
- B. Total reimbursement for this category shall not exceed the amount of \$0.00.

V. BILLING FREQUENCY:

- A. The Cooperator will be reimbursed for approved expenditures on a annual basis.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Radio Dispatch	5,000.00	NA
Training	0.00	NA
Equipment	0.00	NA
Special Enforcement Situations	TBA	NA
Total	\$5,000.00	NA.

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the National Park Service.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

 City of Flagstaff, Arizona
 Police Department

 National Park Service

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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Irene Hunkler, Support Services Supervisor
Date: 06/29/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Approval of Grant Agreement: Northern Arizona Street Crimes Task Force.

RECOMMENDED ACTION:

Approve the Grant Agreement with the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for Edward Byrne Justice Assistance grant funds in the amount of \$298,117.00 for the Northern Arizona Street Crimes Task Force (Metro).

Policy Decision or Reason for Action:

Approval of this grant will provide the continued service of Metro to protect life, property, and the rights of individuals by participating agencies through a sustained, coordinated, multi-agency effort to reduce drug and gang related crimes by vigorous investigation, apprehension, prosecution and community participation.

Subsidiary Decision Points: There are no other subsidiary Decision Points

Financial Impact:

Metro is a multi-agency investigative unit. The grant award is in the amount of \$238,494 with required matching funds of \$59,623. The Rico account has provided matching funds in the past and has agreed to provide the above matching funds for this years grant. This amount will include all city costs, estimated in kind and administrative costs if above normal departmental allocation. The grant award will be the 26th funding cycle (FY 2013) for the Metro unit. This grant is budgeted in Fiscal Year 2013.

Connection to Council Goal:

Public Safety

Has There Been Previous Council Decision on This:

Yes, the Flagstaff City Council has approved the acceptance of this grant money for the past twenty five years.

Options and Alternatives

1. Approve the Grant
2. Decline the Grant

Background/History:

This is the 26th cycle of this grant. The Flagstaff City Council has approved the previous 25 cycles.

Key Considerations:

This grant and the investigative officers that this creates is supported by nearly every law enforcement entity in Coconino County including the Coconino County Sheriff's Office, The Flagstaff Police Department, Northern Arizona University Police, the ATF, FBI, DEA, and the Arizona Department of Public Safety. The grant provides specialized police investigations to all the communities located within Coconino County.

Community Benefits and Considerations:

Officers in the Metro Unit continuously provide support to numerous community groups including Citizens Against Substance Abuse, local schools, Citizen's Academy programs, etc in the form of training, awareness, and proactive investigations.

Community Involvement:

To work directly with the public through the process to ensure that public issues and concerns are consistently understood and considered.

Expanded Options and Alternatives:

If approved the grant would allow for the acceptance of \$298,117 in Federal Funds that will provide proactive enforcement that would otherwise not be available to our citizens.

Date of Council Approval:

Attachments: [Grant Agreement #DC-13-044](#)

Form Review

Inbox	Reviewed By	Date
Grants Manager	Stacey Brechler-Knaggs	07/03/2012 02:03 PM
Grants Manager	Stacey Brechler-Knaggs	07/11/2012 10:49 AM
Police Sergeant - Beckman	Ryan Beckman	07/20/2012 09:11 AM
Police Sergeant - Beckman	Ryan Beckman	07/20/2012 11:31 AM
Grants Manager	Stacey Brechler-Knaggs	07/20/2012 02:51 PM
Finance Director	Margie Brown	07/20/2012 03:02 PM
Management Services Director	Margie Brown	07/20/2012 03:09 PM
Finance Director	Rick Tadder	07/20/2012 03:54 PM
Legal Assistant	Vicki Baker	07/20/2012 04:50 PM
Senior Assistant City Attorney DW	David Womochil	07/24/2012 02:56 PM
DCM - Josh	Elizabeth A. Burke	08/15/2012 10:54 AM
City Manager	Kevin Burke	08/15/2012 11:05 AM

Form Started By: Irene Hunkler

Started On: 06/29/2012 02:40 PM

Final Approval Date: 08/15/2012



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number **DC-13-044**

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2012, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and City of Flagstaff, through Flagstaff Police Department hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2012 and terminate on June 30, 2013. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Flagstaff Police Department
 211 W. Aspen Avenue
 Flagstaff, AZ, 86001
 Attn: City Manager Kevin Burke

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$106,536.00
Fringe Benefits (for salaries/overtime)	\$53,254.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	\$138,327.00
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$298,117.00
Positions Funded:	
Sergeant (1.00), Secretary (0.75), Investigator (2.00)	
Equipment Type:	
Not Approved	

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$157,406.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$81,088.00 in state funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$59,623.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than

five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

10. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

11. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
13. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
15. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
16. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
17. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 to July 31	August 25	January 1 to January 31	February 25
August 1 to August 31	September 25	February 1 to February 28	March 25
September 1 to September 30	October 25	March 1 to March 31	April 25
October 1 to October 31	November 25	April 1 to April 30	May 25
November 1 to November 30	December 25	May 1 to May 31	June 25
December 1 to December 31	January 25	June 1 to June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

18. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
19. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
20. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
21. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
22. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
23. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*. **Link:** *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
24. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
25. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
26. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
27. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
28. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
29. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
30. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

-
31. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
32. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
33. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "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) (hereinafter referred to as "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 GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor 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 negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
34. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
35. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
36. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
37. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.

Link: OMB Circulars http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf

38. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
39. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
40. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
41. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: Excluded Parties Listing System <http://epls.arnet.gov>
42. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
43. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
44. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
45. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
46. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2011-DJ-BX-2488 awarded by the Bureau of Justice Assistance, Office of Justice programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

47. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

48. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.gov/about/ocr/equal_fbo.htm.

49. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a Privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

50. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the

ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

51. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
52. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem.gov/program-managers/Pages/implementation_guide.aspx
53. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
54. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
55. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
56. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
57. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
58. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

-
59. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
 60. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
 61. Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 62. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
 63. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.
 64. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
 65. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
 66. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
 67. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

Arizona Criminal Justice Commission
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET

SPECIAL CONDITION(S)

1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 90 days of the start date of this award.
3. GRANTEE assures that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
4. The GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.
5. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Mayor or City Manager

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date

Grant Agency: Arizona Criminal Justice Commission
Project Title: Drug, Gang, and Violent Crime Control FY 22013 Cycle 26
Grant Number: DC-13-044

Attest:

City Clerk



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 07/25/2012
Meeting Date: 08/27/2012



TITLE:

Consideration and Approval of Intergovernmental Agreement: Election Services for the November 6, 2012, Bond Authorization Election

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement with Coconino County Elections at a cost of \$2.00 per registered voter.

Policy Decision or Reason for Action:

ARS §16-172A requires that an IGA with the County for election services be entered into at least 60 days prior to the election.

Financial Impact:

The IGA outlines a cost of \$2.00 per registered voter for elections consolidated with State or Federal elections. Funds have been budgeted in Account No. 001-0112-506 (City Clerk-Elections).

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:

There has not been previous action on the IGA; however, at the July 17, 2012, Council Meeting, Resolution No. 2012-30 was adopted by the Council calling for a Special Debt Authorization Election to be held on November 6, 2012.

Options and Alternatives

1. The County has indicated that with this being a statewide election, this is a standardized agreement format and amendments are not permitted.
2. Not approve the IGA.
3. Cancel the election which would render the IGA unnecessary.

Background/History:

In compliance with ARS §35-453, Flagstaff City Charter, ARS §16-204 and Ordinance No. 1951, the City will be conducting a special bond authorization election on November 6, 2012. The purpose of the election is to submit two bond questions to the voters for their consideration.

Key Considerations:

Historically, the City contracts with the Coconino County Elections Office to conduct its elections. The City and County routinely enter into election agreements identifying the responsibilities of the parties, the services that will be provided, and payment provisions. As indicated, the costs associated with this agreement amount to \$2.00 per registered voter. With an estimated 27,000 registered voters in the City of Flagstaff, this cost would be approximately \$54,000 for these services.

Some concerns have been raised recently with regard to the County's operation of the City's elections this past spring. These concerns have been shared with the City and County and we anticipate they will be addressed accordingly.

Community Benefits and Considerations:

The intergovernmental agreement formalizes the City's and County's various responsibilities and allows the November 6, 2012, bond election to move forward.

Community Involvement:

The election process empowers voters to exercise their voice in the local government process by giving their government direction on whether or not to proceed with bonding for community projects.

Expanded Options and Alternatives:

1. Not approve the IGA. This would put the City out of statutory compliance and result in the County's refusal to conduct the election. 2. Cancel the election. The City Council could choose to cancel the election which would eliminate the need for the IGA.

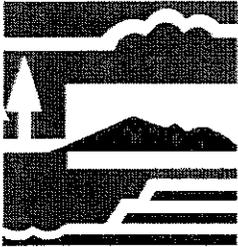
With the election a little over 60 days away, options are limited. There are other options available for future elections; however, nearly all municipalities in Arizona contract with their respective counties for operation of their elections, primarily based on the following considerations:

- County maintains voter registration records/verifies signatures
- City Clerk's Department has very limited staff
- Additional staff would be necessary, which would require specific training and housing
- Logistically, it would be problematic to provide secure locations for storage of early ballots and counting
- HB2826 will require candidate elections beginning in 2014 to be held in the fall, during the same time that statewide elections are held
- Attempting to administer our elections separate from those statewide elections would not only be very expensive, but very confusing for voters

Date of Council Approval:

Attachments: IGA

Inbox	Reviewed By	Date
DCM - Jerene	Elizabeth A. Burke	07/26/2012 09:02 AM
Legal Assistant	Vicki Baker	08/01/2012 08:50 AM
Deputy City Attorney	Michelle D'Andrea	08/08/2012 03:11 PM
DCM - Jerene	Jerene Watson	08/09/2012 12:53 PM
DCM - Jerene	Jerene Watson	08/21/2012 02:53 PM
Form Started By: Elizabeth A. Burke		Started On: 07/25/2012 03:49 PM
Final Approval Date: 08/21/2012		



**Intergovernmental Agreement
FOR PROVISION OF SERVICES BY THE
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Contract for Services is entered into this _____ day of _____, 2012 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and the _____, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following election:

Type of Election: GENERAL ELECTION

Date of Election: <11/6/12>

Early Voting Begins:..... <10/11/12>

Last Day to Register to Vote :..... < 10/8/12>

Last Day to Request Early Ballot by Mail :..... < 10/26/12>

Last Day to Vote Early :..... < 11/2/12>

SECTION 2. CONTACT PERSONS FOR JURISDICTION

Contact Name: _____
Address: _____
Telephone: _____
Fax: _____
E-mail : _____
Cell Phone: _____

Legal Counsel: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____
Date of Department of Justice pre-clearance Submission: _____

SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

1. PRINTING

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the Diebold AccuVote Optical Scan Voting System.

2. TRANSLATION

SPANISH: Translation of ballot text shall be provided by CCED. The jurisdiction is responsible for ensuring the CCED Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

NATIVE AMERICAN: If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. A translator must be present at each polling place affected on Election Day. Because CCED has been pre-cleared by the U.S. Department of Justice under Section 5 of the Voting Rights Act, all translation and translator(s) shall be provided for the jurisdiction by CCED.

3. BALLOTS

A. CCED or its vendor will mail the Sample Ballots provided:

- B. CCED shall provide all candidates with ballot proofs. The candidates shall have five days to notify CCED of any corrections to the ballot.

4. POLL WORKERS

CCED will recruit, train, provide and pay poll workers to conduct the polls on Election Day.

5. POLLING PLACES

CCED will designate and arrange for the polling places. (This includes reserving each site and mailing an agreement to each polling location.)

6. REGISTERS AND ROSTERS

- A. CCED will provide precinct registers and signature rosters.
- B. CCED VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA – RELEASE OR DISTRIBUTION OF ALL OR ANY PORTION OF SUCH INFORMATION IS RESTRICTED AND IN SOME CASES PROHIBITED BY LAW, SUBJECT TO CRIMINAL PROSECUTION.

7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place supplies.

8. LOGIC AND ACCURACY TEST

- A. CCED will conduct the Logic and Accuracy Test of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

9. EARLY VOTING

CCED will conduct early voting by mail and at locations designated by CCED.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

Elections consolidated with State or
Federal Elections:

\$2.00 per registered voter, plus:

- * Actual cost of information pamphlet preparation

- * Actual cost of Native American Outreach
- * Postage **ADVANCED** by entity to Vendor of CCED's choice

Or

\$50.00 Administrative fee for cancellation of election.

2. Publish and/or post all legal notices required by statute.
3. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257
4. **Submit its Pre-clearance request to the Department of Justice prior to the Election and notify CCED of DOJ's letter of no objection. (*Please note that Pre-clearance is required for any Special Election.)**

SECTION 6: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 11: SEVERABILITY

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

COCONINO COUNTY:

Date of adoption: _____

Date of adoption: _____

(Signature of Authorized Agent)

Coconino County Recorder

(Title of Authorized Agent)

Carl Taylor, Chairman
Board of Supervisors

ATTEST:

Clerk of the Board

- Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

Attorney for Jurisdiction

Deputy County Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth Anderson, Community Enrichment
Services Director
Date: 07/20/2012
**Meeting
Date:** 08/27/2012



TITLE:

Consideration and Approval of Service Agreement: FACTS after school program funding for Fiscal Year 2013.

RECOMMENDED ACTION:

1. Approve the service agreement with Flagstaff Unified School District and the Coconino Coalition for Children and Youth in the amount of \$247,319 for the FACTS Program and \$19,669 for the Coconino Coalition for Children & Youth Program.
2. Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Council approval of an agreement and \$247,319 for the FACTS (Family and Community Teaming for Students) community-wide after school program and an additional \$19,669 for CCCY (Coconino Coalition for Children & Youth) will support advocacy and programs for youth and children in the Flagstaff community during FY13.

Financial Impact:

Funds for this expenditure are included in the FY13 budget, account 001-64-03-560-2804, in the amount of \$247,319 for the after school program and \$19,669 for the Coalition.

Connection to Council Goal:

Livability through good neighborhoods, affordable housing and varied recreational activities.
Diversity of arts, culture and educational opportunities

Has There Been Previous Council Decision on This:

No, other than in previous years the City Council has approved similar agreements with these parties.

Options and Alternatives

Council may choose to decrease the amount of the contribution, which would probably decrease the amount of service that the FACTS program and the Coalition have identified for implementation this year. Council may desire to divide funding between more after school providers. However, without the availability of the school sites and the funding provided through the school district, the after school program would not have as much potential for success.

Background/History:

The FACTS program and the Coalition are initiatives of the Alliance for the Second Century, which is a cooperative consortium of the School District, Northern Arizona University, Coconino County, Coconino County Community College and the City of Flagstaff. The Coalition provides a forum for children and youth advocacy by bringing together service providers from organizations throughout Flagstaff.

The Coalition was formed in 1994 by the merger of two earlier organizations. One was the Coconino Council for Children (founded in 1972), an alliance which advocated for children's needs, served as an informational resource about children and children's services, and promoted the coordination of efforts on behalf of children. The other group, the Child Health Committee, led successful projects involving accident prevention, teen wellness, teen pregnancy prevention, and nutrition, among other activities.

In 1997, The Child Abuse Prevention Council became part of the Coalition, providing yet greater unity of efforts for children and youth. The Child Abuse Prevention Council has been active for several years, providing child abuse prevention education to parents, educators, and health care and social service professionals. The goals of CCCY include:

1. Increase resources for the health and development of children and youth in Coconino County
2. Recognize, build, and encourage community assets that support and nurture children and youth
3. Provide a unified source of advice, advocacy, and assistance to promote the responsiveness of government, employers, and communities to the needs of children and youth and their families
4. Develop the organization in ways that best support mission accomplishment

FACTS (Family and Community Teaming for Students), provides a safe and drug-free community-wide before and after-school program where children have access to a broad range of opportunities. Elements of the program include sports and recreational programming, homework and tutoring, enrichment activities and clubs, computer classes, and field trips. FACTS operates in the District's elementary schools and is open to children ages 5 to 12, whether they attend public, private or charter schools, or are home-schooled.

Annual approvals of funds have experienced contribution reductions from the City of Flagstaff for the past several years, as overall economic conditions have declined and budget reductions were initiated. Both parties have made changes and adjustments to address the reduced contributions, while maintaining high quality services for the community.

Key Considerations:

The FACTS program is the primary before-and-after school program for the community of Flagstaff. It is dependent upon family fees and annual subsidies from the City of Flagstaff, Coconino County, DES, and Flagstaff Unified School District. Contributions from the City of Flagstaff have traditionally covered the cost of all staffing of the program.

Community Benefits and Considerations:

The Coconino Coalition for Children and Youth (CCCY) provides a forum for children and youth advocacy by bringing together service providers from organizations throughout Flagstaff. The FACTS before-and-after school program provides a safe, low cost, and enriching environment for school age youth. Working parents can access this program for their children. The community has a vested interest in helping to ensure that we develop resilient youth that are ready and able to provide positive contributions to their community and society. The positive engagement of youth during out of school time is of interest to citizens, whether they have children or not.

Date of Council Approval:

Attachments: FUSD Agreement FY13

Form Review

Inbox	Reviewed By	Date
Purchasing Director	Rick Compau	08/13/2012 09:22 AM
Legal Assistant	Vicki Baker	08/14/2012 08:44 AM
Senior Assistant City Attorney DW	David Womochil	08/14/2012 11:09 AM
Finance Director	Rick Tadder	08/14/2012 12:46 PM
Community Enrichment Director (Originator)	Elizabeth Anderson	08/23/2012 08:47 AM
Legal Assistant	Vicki Baker	08/23/2012 08:58 AM
Senior Assistant City Attorney DW	David Womochil	08/23/2012 02:06 PM
DCM - Jerene	Jerene Watson	08/23/2012 02:12 PM
Form Started By: Elizabeth Anderson		Started On: 07/20/2012 02:16 PM
	Final Approval Date: 08/23/2012	

AGREEMENT
among
COCONINO COALITION FOR CHILDREN & YOUTH,
FLAGSTAFF UNIFIED SCHOOL DISTRICT, and
CITY OF FLAGSTAFF

This Agreement is made as of the _____ day of _____ 2012, by and among Coconino Coalition for Children & Youth., an Arizona non-profit corporation ("Coalition"), with offices at 2625 North King Street, Flagstaff, Arizona 86004; Flagstaff Unified School District #1 ("School District"), a school district duly organized pursuant to Arizona Revised Statutes Title 15, with offices at 3285 East Sparrow Avenue, Flagstaff, Arizona 86004; and the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

RECITALS

A. The School District and the City are part of a cooperative consortium known as the Alliance for the Second Century (the "Alliance"), formed by the School District, Northern Arizona University, the City of Flagstaff, Coconino County and Coconino County Community College to address area-wide issues such as the well-being of children and youth in the greater Flagstaff area.

B. The Coalition has been formed and operates to provide leadership in developing community-wide strategies that can enhance the well being of children and youth in Coconino County, such as identifying and mobilizing resources for children and youth, educating the community and evaluating public policy and legislation regarding issues concerning children and youth, and compiling data and statistics on children and youth;

C. Community-Wide After School Programs ("After School Programs") have been created to provide children and youth with life skills, enrichment and academic support in a safe and drug-free environment and to assist the Flagstaff community in developing resilient youth, who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways. The After School Programs have particular focus for the latchkey child who has no adult at home before or after the regular school day.

D. The School District, the Coalition and the City wish to enter into this Agreement regarding the City's grant of funds for Fiscal Year 2013, through the School District as the fiscal agent for the Coalition and the After School Programs, to be applied for After School Programs implementation costs and Coalition operational and administrative costs, including the salary of the Coalition's Executive Director;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. CITY'S OBLIGATIONS

1.1 Contribution to After School Programs. The City agrees to provide up to Two Hundred

Forty Seven Thousand Three Hundred and Nineteen dollars (\$247,319.00) to the School District as soon as practicable following receipt by the City of itemized invoices for all direct expenditures made for the After School Programs.

1.2 Contribution to Coalition. The City agrees to provide an additional Nineteen Thousand Six Hundred and Sixty Nine dollars (\$19,669.00) to the School District, as fiscal agent for the Coalition, for use in connection with the Coalition's obligations in this Agreement as soon as practicable following execution of this Agreement.

3. SCHOOL DISTRICT'S OBLIGATIONS

3.1 After School Programs Host Agency. The School District shall be the host agency for the After School Programs and shall develop and implement comprehensive After School Programs, as well as provide staff qualified to coordinate, implement and evaluate the After School Programs within the City of Flagstaff.

3.2 Fiscal Agent for Coalition. The School District agrees to serve as the fiscal agent for the Coalition and shall administer payroll for payment of the Coalition's Executive Director. The School District shall fund and provide workers' compensation insurance for the Executive Director, together with such employee benefits customarily provided its employees under the Northern Arizona Public Employees Benefit Trust and Arizona State Retirement Plan. The Coalition's Executive Director will be an employee of the School District subject to the direction and control of the Coalition. The School District shall disburse to the Coalition all funds received for the Coalition from the City and other sources that exceed those funds required to pay the salary of the Coalition's Executive Director. The School District shall disburse these funds as soon as practicable following the end of the School District's fiscal year.

3.3 Administrator and Fiscal Agent for the After School Programs. The School District agrees to serve as the administrator and fiscal agent for the After School Programs.

3.4 Reporting and Overhead. The School District shall provide financial reports to the Coalition pertaining to Coalition transactions. The School District shall provide to the City such financial and other operational reports as the City may reasonably request during the term of this Agreement and will provide to the City, within ninety (90) days following termination of this Agreement, an accounting of all funds received and expended during the term of this Agreement. The School District shall not charge administrative or overhead fees in connection with its services as fiscal agent for the Coalition and/or After School Programs.

3. COALITION'S OBLIGATIONS

The Coalition shall use the Nineteen Thousand Six Hundred and Sixty Nine dollars (\$19,669) contribution from the City in connection with the Coalition's obligation to provide leadership in developing and advocating for community-wide strategies dedicated to enhancing the quality of life for all children and youth in the community. This contribution shall be applied to the salary paid to the Coalition's Executive Director and other operational costs.

4. TERM AND TERMINATION

This Agreement will continue in force and effect until midnight on June 30, 2013, unless sooner terminated as provided in this Agreement. Upon termination of this Agreement for any reason, the School District must remit to the City any undistributed portion of the funds received from the City within forty-five (45) days after termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by any party, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes Section 38-511, in the event of the occurrence of any of the circumstances described in Arizona Revised Statutes Section 38-511.

5. INDEMNIFICATION

Each party to this Agreement ("Indemnitor") covenants and agrees to indemnify, defend and hold each other party to this Agreement ("Indemnitee(s)") harmless from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action or omission of the Indemnitor under this Agreement. Notwithstanding the foregoing indemnity, each Indemnitor's indemnity shall be limited to, and be payable only from, such Indemnitor's contractually assumed liability insurance coverage available as part of its general liability insurance policies. Each party agrees to provide to the other parties copies of such policies upon request. The covenants and obligations of this Section shall survive any termination of this Agreement.

6. NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and sent by mail or personal delivery to the parties as follows, or to such other address or person as the party may designate in writing:

If to Flagstaff:

Kevin Burke, City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the District:

Barbara Hickman, Superintendent
Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

If to the Coalition:

Sonja Burkhalter, President
Coconino Coalition for Children & Youth
2625 North King Street
Flagstaff, Arizona 86004

7. AUTHORITY

Each of the parties 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. INTEGRATION AND MERGER

Each of the parties 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 the Agreement addresses.

9. WAIVER; AMENDMENT

No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right to insist upon performance of the condition or covenant, or of any other provision, nor will any waiver by a 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. Any waiver or amendment of any of the provisions of this Agreement must be in writing and be executed by the party against whom enforcement of the same is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

Flagstaff Unified School District

Gerald W. Nabours, Mayor

Barbara Hickman, Superintendent

Attest:

Attest:

City Clerk

Approved as to form:

Approved as to form:

City Attorney

Coconino Coalition for Children & Youth

Sonja Burkhalter, President

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Margie Brown, Deputy City Clerk
Date: 07/31/2012
Meeting Date: 08/27/2012



Consideration of Minutes:

Regular City Council Meetings of October 11, 2011; June 19, 2012; July 3, 2012; and July 17, 2012;
Special Council Meetings of March 27, 2012 and April 24, 2012.

RECOMMENDED ACTION:

Approve the minutes as submitted/corrected.

Attachments: [10-11-11 Minutes](#)
 [06-19-12 Minutes](#)
 [07-03-12 Minutes](#)
 [07-17-12 Minutes](#)
 [03-27-12 Minutes](#)
 [04-24-12 Minutes](#)

Form Review

Inbox
Legal Assistant

Reviewed By
Margie Brown

Form Started By: Margie Brown

Date

07/31/2012 05:06 PM

Started On: 07/31/2012 04:58 PM

Final Approval Date: 08/07/2012

NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES AND THE FLAGSTAFF CITY CHARTER, THE SUMMARIZED MINUTES OF CITY COUNCIL MEETINGS ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSIONS APPEARING WITHIN QUOTATION MARKS ARE VERBATIM. AUDIO RECORDINGS OF CITY COUNCIL MEETINGS ARE ON FILE IN THE CITY CLERK'S OFFICE.

**SUMMARIZED MINUTES
SPECIAL COUNCIL MEETING**

**October 11, 2011
5:30 p.m.**

A special meeting of the Flagstaff City Council was held on August 30, 2011, convening at 5:45 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

1. CALL TO ORDER

The meeting was called to order by Mayor Presler.

2. ROLL CALL

On roll call, the following were present:

Mayor Presler

Vice Mayor Barotz

Councilmember Babbott

Councilmember Brewster

Councilmember Evans

Councilmember Overton

Councilmember White, excused

Also present were:

Kevin Burke, City Manager

Rosemary Rosales, City Attorney

- 3. Consideration and Action on Revisions to Legislative Map(s):** Independent Redistricting Commission State Voter Districts.

RECOMMENDED ACTION: Discuss and recommend a preferred redistricting concept.

Daryl Melvin participated in the presentation.

A number of redistricting scenarios were presented and discussed.

Steve Caulkins, representing Blackville Park Neighborhood Association, urged the Council to ask that areas such as Blackville Park, the landfill and other Flagstaff assets, along with Ft. Valley and additional residents of Doney Park, be included with Flagstaff.

Marilyn Ruggles encouraged the Council to give testimony that it prefers to have the entire Schultz fire flooding area included in Flagstaff's legislative district.

Upon the conclusion of the discussion, rather than choose a preferred map, the City Council unanimously agreed to:

- (1) Leave the Congressional district as is and thank the Independent Redistricting Commission for its work on the mapping process.
- (2) Re-emphasize the City's values and principles in the legislative mapping:
 - Voting Rights Act and the Constitution
 - Communities of interest
 - Modification to the map that would include the Schultz fire and flood area [as requested by the County].
- (3) Include City-owned property such as the landfill or Red Gap Ranch in a separate letter as part of the comment period.

Mayor Presler will give the welcome on behalf of the City; Councilmember Overton will present the City's values statement; and staff will advocate for the greater Flagstaff area and speak on the details.

It was noted that time is set aside for elected officials to speak and if Councilmembers attend they should sit together to show solidarity for Flagstaff's position.

9. ADJOURNMENT OF SPECIAL COUNCIL MEETING.

There being no further business to come before the Council, the special meeting was adjourned at 6:50 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
) ss.
Coconino County)

I, MARGIE BROWN, 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 Special Meeting of the Council of the City of Flagstaff held on October 11, 2011. I further certify that the Special Meeting was duly called and held and that a quorum was present.

DATED this 27th day of August, 2012.

CITY CLERK

NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES AND THE FLAGSTAFF CITY CHARTER, THE SUMMARIZED MINUTES OF CITY COUNCIL MEETING ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSIONS APPEARING WITHIN QUOTATION MARKS ARE VERBATIM. AUDIO RECORDINGS OF CITY COUNCIL MEETINGS ARE ON FILE IN THE CITY CLERK'S OFFICE.

SUMMARIZED MINUTES COUNCIL MEETING

**June 19, 2012
5:30 p.m.**

A meeting of the Flagstaff City Council was held on June 19, 2012, convening at 5:30 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

1. CALL TO ORDER

The meeting was called to order by Mayor Presler at 5:35 p.m.

2. ROLL CALL

On roll call, the following were present:

Mayor Presler

**Vice Mayor Barotz
Councilmember Brewster
Councilmember Evans
Councilmember Overton
Councilmember White
Councilmember Woodson**

Also present were:

**Kevin Burke, City Manager
Rosemary Rosales, City Attorney**

Approval of Minutes From Previous Meetings

- A. Consideration and Approval of Minutes:** Regular Council meeting of June 5, 2012, and Special Council meetings of May 22, 2012; May 29, 2012; and June 5, 2012.

RECOMMENDED ACTION: Approve the Minutes as submitted/corrected.

Councilmember Brewster moved to approve the Minutes as submitted, seconded by Councilmember Evans. The motion passed unanimously.

Review of 2010-2012 City Council Accomplishments and Presentation to Mayor Presler

After City Manager Kevin Burke gave a presentation to the outgoing Council, Mayor Presler expressed her thanks to the voters, family, friends, and City staff.

Farewell to the Outgoing Council and Greetings to the Incoming Council from the Mexican Consulate.

Mayor Presler introduced the Mexican Consulate Representative who communicated his pleasure in working with the Mexican American community in Flagstaff. The Consulate considers its relationship with the City of Flagstaff as a partnership and they are ready and willing to work with the incoming Mayor.

Steve Peru, Shelly Benatar, and Shelley Hall, thanked Mayor Presler for her service and then entered a plea on behalf of United Way to maintain its funding.

Ms. Benatar encouraged the Council to participate in United Way's work day coming up on June 21.

Ms. Hall also thanked Mayor Presler for her support of the Voluntary Income Tax Assistance program at United Way.

Harriet Young thanked the Mayor for being a role model for young women.

Cathy Trotta expressed her thanks for the Mayor and Council who have collaborated to make Flagstaff's voice strong in Washington, D.C.

Kathryn Jim, President of Northern Arizona Pride Association said she appreciated the Mayor's support over the years.

Norm Wallen thanked the Mayor for her service, her perseverance, and her unflinching positions on issues.

Andy Fernandez spoke up about the outgoing Councilmembers.

Herbert Martinez thanked the Mayor for everything she has done.

Representative Tom Chabin congratulated the incoming Councilmembers and conveyed his appreciation for the Mayor's service to the community.

Vice-Mayor Barotz and Councilmembers Brewster, Evans, Overton, White, and Woodson acknowledged Mayor Presler's accomplishments and caring for the community.

Swearing-In Ceremony of Newly-Elected Mayor and Councilmembers

RECOMMENDED ACTION: Judge Paul Christian will swear in the newly-elected Mayor and Councilmembers.

Judge Paul Christian issued the oath of office to incoming Councilmembers Brewster, Evans, and Oravits after which he swore in Gerald W. Nabours as the Mayor of Flagstaff.

Mayor Nabours pledged that he will be alert to transparency and involving the public about what the City is doing and why. The philosophy of doing things a certain way because it's always been done that way does not work for him. If there is a better way, he is open to change, imagination and innovation. He will be respectful and clarify issues.

Councilmember Brewster thanked the citizens for their support. She will try to make decisions for the best of Flagstaff and for the middle of the community and not the extreme ends.

Councilmember Evans was honored to be chosen to serve another four years. She appreciated everyone's vote and will continue to try to earn it.

Councilmember Oravits thanked everyone who helped him and trusts him to do the job.

1. ROLL CALL OF NEW COUNCIL

Present:

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

CONSIDERATION OF APPOINTMENT OF VICE MAYOR. [The City Council may vote to discuss this matter in executive session pursuant to A.R.S. § 38-431.03(A)(1).]

RECOMMENDED ACTION: Make the appointment at the Council meeting.

Mayor Nabours moved to appoint Coral Evans as Vice-Mayor. The motion was seconded by Councilmember Oravits and passed on unanimous vote.

2. PUBLIC PARTICIPATION, PROCLAMATIONS, AND RECOGNITION OF OUTGOING BOARD AND COMMISSION MEMBERS.

Jose McRae spoke about his problems with the neighborhood Park in Boulder Pointe. They have had a lot of trouble and no one from the City has contacted them.

Andy Fernandez complained about a variety issues he has with the City and the City Council.

Kathryn Jim asked the Council to start moving forward with the Civil Rights ordinance and an inclusive community that embraces diversity and change.

Dawn Dyer echoed Ms. Jim's words.

Carol Kerr, as a resident of Boulder Pointe, expressed her concerns about the pocket park which has caused a lot of dissension in the neighborhood. She asked for help with the problem.

Jan McRae is also a resident of Boulder Pointe and asked the City to condemn the park. She'd like the City to work with the homeowners' association to relocate the park equipment.

3. BOARD AND COMMISSION APPOINTMENTS

None.

4. LIQUOR LICENSE PUBLIC HEARINGS

None.

5. 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 Sole Source Purchases:** Annual computer hardware and software maintenance.

RECOMMENDED ACTION: Approve payments in the amount of \$505,782.00, plus applicable sales tax and a 10% contingency, to the vendors listed on the staff summary attachment.

- B. Consideration and Approval of Property/Casualty Insurance Renewal:** For the period of July 1, 2012, to June 30, 2013.

RECOMMENDED ACTION: Approve the insurance renewal proposal from Willis of Arizona in an amount not to exceed \$1,138,166.00, including brokerage fees.

- C. Consideration and Approval of Bid:** Landfill compactor.

RECOMMENDED ACTION: Approve the bid from RDO Equipment Co., in the amount of \$969,295,36, plus taxes.

Vice-Mayor Evans moved to accept the recommended action, seconded by Councilmember Brewster. The motion passed on majority vote with Mayor Nabours, Vice-Mayor Evans, and Councilmembers Barotz, Brewster, Oravits, and Woodson voting in favor, and Councilmember Overton opposed.

- D. Consideration and Approval of Intergovernmental Agreement:** School resource officers.

RECOMMENDED ACTION: Approve the intergovernmental agreement with the Flagstaff Unified School District.

Councilmember Brewster moved to approve the Consent Calendar with the exception of Item 5C, seconded by Councilmember Woodson. The motion passed unanimously.

6. REGULAR AGENDA

- A. Consideration and Possible Adoption of Ordinance No. 2012-09:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the fiscal year ending the 30th day of June, 2013.

RECOMMENDED ACTION: Read Ordinance No. 2012-09 for the first time by title only.

Rick Tadder, Finance Director; and Barbara Goodrich, Management Services Director, participated in the discussion.

Ordinance No. 2012-09 is a device for approving the property tax rate that will be forwarded to the State. The proposed 2% in the ordinance increases revenues and increases the rate from .6917 to .7273. Another option would be include keeping levels flat by not instituting the 2% increase, but it would reduce revenues by \$270,000.

Five-year budgets, most of which are based on projections, estimate the impact of today's decisions. If there are years where property values increase by 10%, the City's total revenue can only increase by 2%. In those cases, the City would have to reduce the rate so that no more than 2% over the previous year can be collected. Without an increase, the City can't recapture revenues in those years, especially since the maximum levy continues to grow statutorily by 2% every year. Practically, the City could assess more than 2% if it doesn't exceed the maximum levy allowed. Six years ago, the state passed legislation that reset the base and caused the City to lose 50% of its capacity due to the City's conservatism over the years. If assessed valuations rise more than 2%, the City is still capped at 2%. The rate calculation isn't governed. While maximum value could be discussed earlier in the budget process that information will still not be available from the State before February.

If nothing other than a reduction occurs, the fund balance will drop below 15% in Fiscal Year 2015. Because it's not a legal requirement, it becomes a Council policy decision. Since the Council has already adopted the budget piece of the equation, the remaining projected fund balance at the end of the year would have to be reevaluated as opposed to reopening the budget and making adjustments. A balanced budget balances expenditures with revenues based on projections made 18 months into the future. At a flat rate, the fund balance would have to be decreased by \$270,000 in one scenario or \$107,000 in a different scenario in order to balance the budget. The general fund's portion of that balance is \$8 million; but the entire fund balance for all funds projected for the fiscal year ending 2012 is about \$18 million. Investment dollars are merely idle, but they aren't unallocated. One year, the City's fund balance was reduced to 13% but that was during the recession and the bonding companies advised that it wouldn't adversely affect the City's bond rating. However, the bond rating agencies intended that the balance would be restored as soon as possible. The fund balance is tapped as a contingency for unexpected expenditures in current years.

The following individuals expressed their opposition to a property tax increase.

- Joy Staveley
- John Staveley
- Paul Pavlich
- Terence Milligan
- Bob Thorpe
- Andy Fernandez

Speaking in support of the proposed budget was:

- Alice Dunford

Councilmember Overton asked for follow-up information prior to the second reading of the ordinance related to balancing tools if there is a deficit at the end of the year, the effect on ongoing revenues, what would have to be addressed in future years, and any anticipated new structural deficits.

Mayor Nabours moved to read Ordinance No. 2012-09, with an amendment to Section 1 to change the tax rate from .07273 to .06917, thus keeping the tax rate flat and the same as last year. The motion was seconded by Councilmember Oravits and passed 4-3 on the following roll call vote:

Mayor Nabours	Yes
Vice-Mayor Evans	No
Councilmember Brewster	No
Councilmember Barotz	No
Councilmember Overton	Yes
Councilmember Woodson	Yes
Councilmember Oravits	Yes

Title was read as follows:

ORDINANCE NO. 2012-09

An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the fiscal year ending the 30th day of June, 2013.

- B. Consideration and Possible Adoption of Ordinance No. 2012-12:** An ordinance authorizing the City of Flagstaff to accept deeds of real property or easements from 2006 through March 31, 2012.

RECOMMENDED ACTION: Read Ordinance No. 2012-12 for the final time by title only.
Adopt Ordinance No. 2012-12.

Councilmember Overton moved to read Ordinance No. 2012-12 for the final time by title only, seconded by Councilmember Woodson. The motion passed on unanimous vote and title was read as follows:

ORDINANCE NO. 2012-12

An ordinance authorizing the City of Flagstaff to accept deeds of real property or easements from 2006 through March 31, 2012.

Councilmember Overton moved for adoption; motion was seconded by Councilmember Brewster and passed on unanimous vote.

C. Consideration and Ratification of Appointment: City Clerk.

RECOMMENDED ACTION: Ratify the City Manager's appointment of the City Clerk.

Mayor Nabours moved to ratify the appointment of Elizabeth Burke as City Clerk effective July 1, 2012, seconded by Councilmember Oravits. The vote was unanimous in favor.

7. DISCUSSION ITEMS

None.

PUBLIC PARTICIPATION

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

Councilmember Barotz asked for a separate policy discussion about continued funding to external non-profit agencies and how it would be achieved. She would also like to have conversations with the agencies earlier in the process.

Councilmember Barotz requested that a discussion of the role of senior staff members and elected officials serving on the boards of non-profits be scheduled for the future retreat on June 29.

Vice-Mayor Evans wanted the Boulder Pointe information previously developed for Council to be shared with the new members of the Council, along with a confirmation that the City has talked to the residents about the park issue.

Vice-Mayor Evans expressed her desire for an update on the Charter Review Task Force and bringing it forward for Council appointment.

Councilmember Oravits asked that a Council discussion on A-frame signs be scheduled and that an update on the property maintenance ordinance be provided at some point in the future.

8. BRIEF RECEPTION FOR NEWLY SEATED COUNCIL.

9. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:50 p.m. at which time a short reception was held.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA,)
)
Coconino County.) ss.

I, MARGIE BROWN, 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 on June 19, 2012. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 27th day of August, 2012.

CITY CLERK

NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES AND THE FLAGSTAFF CITY CHARTER, THE SUMMARIZED MINUTES OF CITY COUNCIL MEETINGS ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSIONS APPEARING WITHIN QUOTATION MARKS ARE VERBATIM. AUDIO RECORDINGS OF CITY COUNCIL MEETINGS ARE ON FILE IN THE CITY CLERK'S OFFICE.

SUMMARIZED MINUTES COUNCIL MEETING

**July 3, 2012
12:00 p.m.**

A meeting of the Flagstaff City Council was held on Tuesday, July 3, 2012, convening at 12:00 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

1. CALL TO ORDER

The meeting was called to order by Mayor Nabours at 12:00 p.m.

2. ROLL CALL

On roll call, the following were present:

Mayor Nabours

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

Also present were:

**Kevin Burke, City Manager
Rosemary Rosales, City Attorney**

PUBLIC PARTICIPATION

None.

3. BOARD AND COMMISSION APPOINTMENTS

4. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration of and Action on Liquor License Application: John Michael Conley, "Fat Olives", 2308 E. Route 66, Series 12, New License.**

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing, seconded by Vice-Mayor Evans.

Walt Miller, Police Department, reported Sgt. Matt Wright's findings on the investigation of the application. No derogatory records were found and the applicants will be completing the mandatory liquor license training. They are currently the owners of Salsa Brava where they have another liquor license. As a result, the Police Department has no objection to the application.

There being no further input, **Councilmember Overton moved to close the public hearing. The motion was seconded by Vice-Mayor Evans and passed on unanimous vote.**

Vice-Mayor Evans moved to forward the application to the State with a recommendation for approval, seconded by Councilmember Oravits. The vote was unanimous in favor.

B. Consideration of and Action on Liquor License Application: Nathan Friedman, Wanderlust Brewing Company, 1519 N. Main Street, Suite 102, Series 03, New License.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing, seconded by Vice-Mayor Evans. The motion passed on unanimous vote.

Walt Miller, Police Department, reported that an investigation was conducted on the application and no derogatory records were found. The applicant plans to attend the mandatory liquor license training and has met all other standards. Based on the investigation, there is no objection from the Police Department.

Councilmember Overton moved to close the public hearing. The motion was seconded by Vice-Mayor Evans and passed unanimously.

Councilmember Brewster moved to forward the application to the State with a recommendation for approval, seconded by Vice-Mayor Evans. The vote was unanimous in favor.

5. CONSENT ITEMS

- A. Consideration and Approval of Joint Funding Request:** Monitoring the C Aquifer of the Middle and Lower Little Colorado River Basins.

RECOMMENDED ACTION: Approve the Agreement with the U.S. Geological Survey to contribute \$10,000 per year for up to three (3) years.

Councilmember Overton moved to approve the recommended action. The motion was seconded by Vice-Mayor Evans and passed on unanimous vote.

6. ROUTINE ITEMS

- A. Consideration and Possible Adoption of Resolution No. 2012-28:** A resolution authorizing the submission of a grant application for Arizona Department of Transportation Program grant funding for Butler Avenue bike lanes.

RECOMMENDED ACTION: Read Resolution No. 2012-28 by title only.
Adopt Resolution No. 2012-28.

Councilmember Woodson moved to read Resolution No. 2012-28 by title only, seconded by Councilmember Evans.

Martin Ince, Flagstaff Metropolitan Organization, joined in the discussion.

The grant is a new funding source that became available in late spring. The grant application was finalized in the last month and is due in the middle of July. It requires a resolution as part of the application; and, if not approved, the City will lose the funding opportunity. The project is a part of the regional plan. Federal grants like this usually have a local match of 5.7% and the Federal Government supplies the rest. The local match will come out of transportation tax funds and the City will pay the \$5,000 ADOT review fee. There will be no impact on the general fund.

The motion passed on unanimous vote and title was read as follows:

RESOLUTION NO. 2012-28

A resolution authorizing the submission of a grant application for Arizona Department of Transportation Program grant funding for Butler Avenue bike lanes.

Councilmember Overton moved to adopt Resolution No. 2012-28; seconded by Councilmember Evans; passed unanimously.

7. RECESS

The meeting recessed at 12:21 p.m.

5:30 P.M. MEETING

8. RECONVENE REGULAR MEETING

The meeting reconvened at 5:40 p.m. and Mayor Nabours called the meeting back to order.

9. PLEDGE OF ALLEGIANCE, INVOCATION, AND VISION STATEMENT

Mayor Nabours asked those present to stand for the Pledge of Allegiance, the reading of the Vision Statement, and the Invocation.

10. ROLL CALL

On roll call the following were present:

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

Also present were:

- Josh Copley, Deputy City Manager**
- Rosemary Rosales, City Attorney**

11. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

PUBLIC PARTICIPATION PROCLAMATIONS, AND RECOGNITION OF OUTGOING BOARD AND COMMISSION MEMBERS

12. CARRY OVER ITEMS FROM THE 12:00 NOON AGENDA

13. PUBLIC HEARING ITEMS

No items were submitted.

14. REGULAR AGENDA

- A. Consideration and Possible Adoption of Ordinance No. 2012-13: An ordinance of the Mayor and Council of the City of Flagstaff amending Flagstaff City Code, Title 3, Business Regulations; Chapter 3, User Fees; Section 3-10-001-0005, Recreation, revising Jay Lively Activity Center fees.**

RECOMMENDED ACTION: Read Ordinance No. 2012-13 for the first time by title only.

Brian Grube and Barbara Goodrich jointly gave the presentation to the Council.

User groups have been notified of the proposed fee increases. Substantial notice was provided via newspaper and website. Currently, there is no cost recovery assigned to Jay Lively. Research on private and municipal rinks in New Mexico, Colorado, California, and Nevada, from private to municipal rinks, shows youth admission ranged from \$1.00-\$7.50 and adult admission was \$5.00-\$8.50. Flagstaff is currently on the lower end of fees charged. The largest use is public skate sessions and the Flagstaff Youth Hockey Association is a close second.

The proposal is that children under five will remain free and all other age brackets will experience increases. The national trend is for recreation programs to become more self-sufficient. The current philosophy on fee recovery for other areas than Jay Lively is 100% for adults, and 50% for youth.

Since the collapse of the ice rink, staff has worked on running the rink more efficiently in terms of scheduling and interactively working with the groups to meet their needs. Programs and use have increased. If an incremental increase were to be enacted, other areas would have to be tapped to make up for the shortfall. A number of increases are proposed to help balance the budget. The Council previously agreed to move forward with an increase that has been plugged in as ongoing revenue.

Speakers opposed to the fee increase were:

- Morgan Coverdale
- George Wallace
- Amber Perks
- Ken Lane

Speakers supporting the increases incrementally, but opposed increasing them all at once included:

- Bruce Gibbs, President of Flagstaff Ice and Hockey League

Councilmember Barotz requested information on what else would have to be removed from the budget in order to go with a phased increased.

Council proposed looking at other ways to help with costs and bring in revenues such as:

- Using dashboards for advertising announcements
- Co-sponsorships
- Using savings by not purchasing new equipment
- Closure of the Aquaplex one day per week
- Increasing cost recovery at the Aquaplex
- Implementation of some of the proposed fees and not others

Vice-Mayor Evans moved to postpone to the September 4 City Council meeting, seconded by Councilmember Brewster. The motion passed on majority vote with Mayor Nabours, Vice-Mayor Evans, and Councilmembers Barotz, Brewster, Oravits, and Woodson voting in favor, and Councilmember Overton opposed.

- B. Consideration and Adoption of Ordinance No. 2012-09:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2013.

RECOMMENDED ACTION: Read Ordinance No. 2012-09 for the final time by title only.
Adopt Ordinance No. 2012-09

Speakers who spoke against the property tax cut were:

- Connie Kim

Speakers supporting Ordinance No. 2012-09 in its entirety were:

- James Burton
- Charlie Odegaard
- Merle Henderson
- Richard Mahalik
- Donald Weaver

Mayor Nabours moved to read Ordinance No. 2012-09 for the final time by title only, seconded by Councilmember Oravits.

Councilmember Overton moved to amend Ordinance No. 2012-09, at Section 1, with a primary property tax rate of .7131 which is flat revenue providing \$5,395,370 in revenue resulting in a decrease of \$107,000 compared to the adopted budget resulting in no change to the Truth in Taxation requirement. The motion to amend was seconded by Councilmember Brewster.

The motion to amend passed 4-3 on roll call vote as follows:

Vice-Mayor Evans	Yes
Councilmember Woodson	No
Councilmember Barotz	Yes
Councilmember Brewster	Yes
Councilmember Oravits	No
Councilmember Overton	Yes
Mayor Nabours	No

The main motion passed 5-2 on majority roll vote:

Councilmember Woodson	Yes
Councilmember Barotz	Yes
Councilmember Brewster	Yes
Councilmember Oravits	No
Councilmember Overton	Yes
Mayor Nabours	No
Vice-Mayor Evans	Yes

Title was read as follows:

ORDINANCE NO. 2012-09

An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2013.

Councilmember Overton moved to adopt Ordinance No. 2012-09. The motion was seconded by Vice-Mayor Evans and passed on unanimous vote.

15. DISCUSSION ITEMS

No items were submitted.

PUBLIC PARTICIPATION

Brad Garner expressed his concern regarding the policy, education, perception, and messaging of the Fourth of July festivities and asked for a future discussion.

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

16. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:30 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
)
Coconino County) ss.

I, ELIZABETH 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 on July 3, 2012. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 27th day of August, 2012.

CITY CLERK

NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES AND THE FLAGSTAFF CITY CHARTER, THE SUMMARIZED MINUTES OF CITY COUNCIL MEETING ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSIONS APPEARING WITHIN QUOTATION MARKS ARE VERBATIM. AUDIO RECORDINGS OF CITY COUNCIL MEETINGS ARE ON FILE IN THE CITY CLERK'S OFFICE.

**SUMMARIZED MINUTES
COUNCIL MEETING**

**July 17, 2012
12:00 p.m.**

A meeting of the Flagstaff City Council was held on Tuesday, July 17, 2012, convening at 12:00 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

1. CALL TO ORDER

The meeting was called to order by Mayor Nabours.

2. ROLL CALL

On roll call, the following were present:

Mayor Nabours

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

Also present were:

**Kevin Burke, City Manager
Rosemary Rosales, City Attorney**

PUBLIC PARTICIPATION

3. BOARD AND COMMISSION APPOINTMENTS

A. Consideration of Appointments: Councilmember liaisons to boards and commissions, Coconino County Boards and councils, and various community boards and councils.

RECOMMENDED ACTION: Make Council liaison appointments to the City's boards and commissions, Coconino County boards and councils, and various community boards and councils.

Councilmember Overton moved to make the following appointments:

Flagstaff Housing		Mayor Nabours
Public Safety Personnel Retirement System		Mayor Nabours
Colorado Plateau Water Adv. Council		Mark Woodson
	<i>Alternate</i>	Coral Evans
Flagstaff Metropolitan Planning Org.		Woodson, Evans, Oravits
Library Board		Karla Brewster
Northern Arizona Council of Governments (NACOG)		Mark Woodson
No. Ariz. Intergov'l Pub Trans. Auth.		Barotz and Brewster
	<i>Alternate</i>	Scott Overton
Audit Committee		Celia Barotz
Self Insurance Trust Fund Board		Celia Barotz
Regional Plan Advisory Committee Steering Team (3)		Barotz, Evans
Economic Collaborative of Northern Arizona (EcoNA)		Scott Overton
Flagstaff Cultural Partners		Celia Barotz
No. Ariz. Municipal Water Users' Ass'n		Jeff Oravits
	<i>Alternate</i>	Mark Woodson
Coconino County Board of Health		Jeff Oravits

The motion was seconded by Councilmember Barotz and passed on unanimous vote.

4. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Charles Hoyt, "Louie's Chicken Shack", 1926 N. 4th St., #8B, Series 12, New License.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing, seconded by Vice-Mayor Evans. The motion passed on unanimous vote.

There being no public input, **Councilmember Overton moved to close the public hearing, seconded by Vice-Mayor Evans. The motion passed on unanimous vote.**

Councilmember Overton moved to forward the application to the State with a recommendation for approval. The motion was seconded by Vice-Mayor Evans and passed on unanimous vote.

B. Consideration and Action on Liquor License Application: Omar Castro, "Cyndie's Pizza", 2116 E. Route 66, Series 07, Person Transfer and Location Transfer.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing. Upon second from Vice-Mayor Evans, the vote was unanimous in favor.

There being no public input, **Councilmember Overton moved to close the public hearing, seconded by Vice-Mayor Evans. The motion passed unanimously.**

Councilmember Oravits moved to forward the application to the State with a recommendation for approval. The motion was seconded by Councilmember Woodson and passed on unanimous vote.

C. Consideration and Action on Liquor License Application: Justin Volkenant, "Bun Huggers", 901 S. Milton Road, Suite A, Series 12, New License.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing. Upon second from Vice-Mayor Evans, the vote was unanimous in favor.

There being no public input, **Councilmember Overton moved to close the public hearing, seconded by Vice-Mayor Evans. The motion passed unanimously.**

Councilmember Oravits moved to forward the application to the State with a recommendation for approval. The motion was seconded by Councilmember Woodson and passed on unanimous vote.

D. Consideration and Action on Liquor License Application: Glenn Meinen, "Cyrano's Seafood & Chophouse", 1850 N. Fort Valley Road, Series 12, New License.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing. Upon second from Vice-Mayor Evans, the vote was unanimous in favor.

There being no public input, **Councilmember Overton moved to close the public hearing, seconded by Vice-Mayor Evans. The motion passed unanimously.**

Councilmember Oravits moved to forward the application to the State with a recommendation for approval. The motion was seconded by Councilmember Woodson and passed on unanimous vote.

E. Consideration and Action on Liquor License Application: Mark Wagner, "Chevron", 1785 S. Railroad Springs Blvd., Series 09, Person Transfer.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing. Upon second from Councilmember Brewster, the vote was unanimous in favor.

There being no public input, **Councilmember Overton moved to close the public hearing, seconded by Councilmember Brewster. The motion passed unanimously.**

Councilmember Oravits moved to forward the application to the State with a recommendation for approval. The motion was seconded by Councilmember Barotz and passed on unanimous vote.

- F. Consideration and Action on Liquor License Application:** H.J. Lewkowitz, "Museum of Northern Arizona", 3101 N. Fort Valley Road, Series 07, Person Transfer and Location Transfer.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing. Upon second from Councilmember Brewster, the vote was unanimous in favor.

There being no public input, **Councilmember Overton moved to close the public hearing, seconded by Vice-Mayor Evans. The motion passed unanimously.**

Councilmember Oravits moved to forward the application to the State with a recommendation for approval. The motion was seconded by Councilmember Brewster and passed on unanimous vote.

- G. Consideration and Action on Liquor License Application:** Angela Thomas, "A'scentual Beauty Boutique", 12 E. Route 66, #102, Series 10, New License.

RECOMMENDED ACTION: Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Councilmember Overton moved to open the public hearing. Upon second from Vice-Mayor Evans, the vote was unanimous in favor.

There being no public input, **Councilmember Overton moved to close the public hearing, seconded by Vice-Mayor Evans. The motion passed unanimously.**

Councilmember Brewster moved to forward the application to the State with a recommendation for approval. The motion was seconded by Vice-Mayor Evans and passed on unanimous vote.

5. CONSENT ITEMS

- A. Consideration and Approval of Purchase Under State Contract:** All-wheel-drive motor graders with snow wing attachments.

RECOMMENDED ACTION: Approve the purchase under State Contract of two all-wheel-drive motor graders with snow wing attachments in the amount of \$468,814.92, plus the trade in of two non all-wheel-drive 1986 and 1989 motor graders and a 1984 D7G dozer.

- B. Consideration and Approval of Construction Contract:** Woodlands Village Blvd. Median and Edge Improvements Project.

RECOMMENDED ACTION:

1. Approve the construction contract with R.K. Sanders Inc. in the amount of \$384,297.90 which includes a \$42,570 (11%) contract allowance for accommodation of unanticipated field issues and a contract time schedule of 100 calendar days; and
2. Approve administrative Change Order Authority to the City Manager in the amount of \$34,172 (10% of bid contract amount, less allowance) to cover potential costs associated with unanticipated items of work; and
3. Authorize the City Manager to execute the necessary documents.

- C. Consideration and Approval of Construction Contract:** Coconino/ Elden/Humphreys 2010 bond improvements projects.

RECOMMENDED ACTION:

1. Approve the construction contract (including the Base Bid and the Additive Alternate) with Eagle Mountain Construction in the amount of \$1,285,353.00 which includes a \$70,000.00 contract allowance and a 120 calendar day contract time;
2. Approve administrative change order authority in the amount of \$61,000 (5% of the contract amount, less allowance) to cover potential costs associated with unanticipated items of work; and
3. Authorize the City Manager to execute the necessary documents.

D. Consideration and Approval of Construction Contract: Shadow Mountain Phase I: Linda Vista Valley gutters.

- RECOMMENDED ACTION:
1. Approve the construction contract with Eagle Mountain Construction, Inc. in the amount of \$212,566 with a 90 day contract time;
 2. Approve change order authority in the amount of \$21,256 (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.

E. Consideration and Approval of Intergovernmental Agreement: Dispatch services.

- RECOMMENDED ACTION: Approve the Intergovernmental Agreement with Highlands Fire District.

F. Consideration and Approval of Intergovernmental Agreement/Joint Project Agreement: Airport Pavement Management Program System.

- RECOMMENDED ACTION: Approve the Intergovernmental Agreement/Joint Project Agreement with the State of Arizona Department of Transportation Aeronautics Division in the amount of \$453,060.80, plus a City match of \$50,340.20.

Councilmember Brewster moved to approve the Consent Calendar, with a second from Vice-Mayor Evans. The vote was unanimous in favor.

6. ROUTINE ITEMS

A. Consideration of Appointments: On Call Judges for the Flagstaff Municipal Court.

- RECOMMENDED ACTION: Appoint on-call judges as follows: Paul Christian, Gerald McCafferty, Tom Miller, Jennifer Nagel, Warren Sanford, Susan Slasor, and Sandra Wagner.

Councilmember Overton moved to approve the appointments of Paul Christian, Tom Miller, Jennifer Nagel, Warren Sanford, Susan Slasor, and Sandra Wagner. The motion was seconded by Councilmember Brewster and passed on unanimous vote.

Councilmember Oravits declared a conflict of interest and removed himself from the dais.

Councilmember Brewster moved to appoint Gerald McCafferty as an on-call judge, seconded by Councilmember Barotz. The vote was unanimous in favor with Councilmember Oravits excused from the vote.

Councilmember Oravits returned to the dais.

- B. Consideration and Adoption of Resolution No. 2012-27:** A resolution of the City Council of the City of Flagstaff authorizing signatures for checks and payment vouchers.

RECOMMENDED ACTION: Read Resolution No. 2012-27 by title only.
Adopt Resolution No. 2012-27.

Councilmember Overton moved to read Resolution No. 2012-27 by title only, seconded by Vice-Mayor Evans. The vote was unanimous in favor and title was read as follows:

RESOLUTION No. 2012-27:

A resolution of the City Council of the City of Flagstaff authorizing signatures for checks and payment vouchers.

Councilmember Overton moved for adoption. The motion was seconded by Vice-Mayor Evans and the vote was unanimous in favor.

- C. Consideration and Adoption of Resolution 2012-29:** A resolution of the City Council of the City of Flagstaff, Arizona, granting a public utility easement to Arizona Public Service Company at 1800 N. El Paso Flagstaff Road.

RECOMMENDED ACTION: Read Resolution No. 2012-29 by title only.
Adopt Resolution No. 2012-29.

Councilmember Brewster moved to read Resolution No. 2012-29 by title only, seconded by Councilmember Woodson. The motion passed on unanimous vote and title was read as follows:

RESOLUTION 2012-29:

A resolution of the City Council of the City of Flagstaff, Arizona, granting a public utility easement to Arizona Public Service Company at 1800 N. El Paso Flagstaff Road.

Councilmember Overton moved to adopt Resolution No. 2012-29. After second from Councilmember Brewster, the motion passed on unanimous vote.

PRESENTATION OF CITY MANAGER'S AWARDS RECESS

Kevin Burke, City Manager, introduced Louis Lucero who worked this year on the awards. Evaluated by peers, the Committee has nominated, and he has approved, the following recipients:

Fremont Award (Quality)	Sharon Gonzales
Fremont Award (Communication)	Skyler Lofgren
Fremont Award (Teamwork)	Tom Boughner and Tammy Bishop
Agassiz Award (Accountability)	Wanda Noffz
Agassiz Award (Teamwork)	Stacey Brechler Knaggs
Humphreys (Highest Level)	Mike Street.

7. RECESS

The meeting recessed at 12:43 p.m.

5:30 MEETING**8. RECONVENE REGULAR MEETING**

The meeting reconvened at 5:35 p.m. and Mayor Nabours called the meeting back to order.

9. PLEDGE OF ALLEGIANCE, INVOCATION, AND VISION STATEMENT

Mayor Nabours asked those present to stand for the Pledge of Allegiance and the reading of the Vision Statement.

10. ROLL CALL

On roll call the following were present:

Mayor Nabours

Vice Mayor Evans

Councilmember Barotz

Councilmember Brewster

Councilmember Oravits

Councilmember Overton

Councilmember Woodson

Also present were:

Kevin Burke, City Manager

Rosemary Rosales, City Attorney

12. CARRY OVER ITEMS FROM THE 12:00 NOON AGENDA**13. PUBLIC HEARING ITEMS**

No items were submitted.

14. REGULAR AGENDA

- A. Consideration and Approval of Grant Agreement:** Route 66 Flagstaff Urban Trails System rest stop interpretive signage.

RECOMMENDED ACTION: Approve the Grant Agreement with the National Park Service in the amount \$8,750.00.

Councilmember Overton moved to accept the recommended action, seconded by Vice-Mayor Evans.

Karl Eberhard provided the background to the City Council.

Part of the project will include 4' X 8' replicas of old billboards with interpretative language on both sides and sign framing and decoration like what was formerly seen on Route 66. The estimated cost is believed to be between \$3,500 and \$6,500 per sign and the Burma shades are between \$2,500 and \$3,100. The entire project cost is anticipated not to exceed \$22,000 in BBB funds, but the Parks Service will contribute \$8,700 of that.

Sally Kladnik did not feel that the project merited the expense.

The motion passed 5-2 on majority vote with Vice-Mayor Evans and Councilmembers Barotz, Brewster, Overton, and Woodson voting in favor; and Mayor Nabours and Councilmember Oravits opposed.

B. Consideration and Approval of Settlement Agreement: Presidio in the Pines Homeowners Association, Inc., Tru-Built Construction, Inc., Majestic Presidio, LLC, Par Partners, LLC, Doucette Flagstaff I, LLC, and Presidio Financial, LLC.

RECOMMENDED ACTION: Approve the settlement agreement.

Councilmember Oravits moved to approve the recommended action, seconded by Vice-Mayor Evans.

Mark Landsiedel, Community Development Director, took part in the presentation. A new version of the settlement agreement was handed out with changes to Section 2C that references Paragraph 2F. The settlement agreement will dismiss the lawsuit with prejudice and releases all claims. The City will be obligated to convert several private streets into public streets and to operate and maintain those streets. The City will also contribute a \$70,000 cash payment. The settlement provides for the penal disposition of the bonds. The City agrees to a scope of work, an engineering estimate for the work; negotiation of the terms of the development bonds with a landscaping package; an assessment to be paid by the homeowners' association members to fund public improvements; indemnification of the City; and a requirement that the owners construct sidewalks and landscaping with backup by the homeowners' association. This resolves all the issues so that the development can go forward.

The motion passed on unanimous vote.

C. Consideration and Adoption of Resolution No. 2012-31: A resolution approving the Third Supplement to the Development Agreement between the City of Flagstaff and Miramonte Arizona, LLC.

RECOMMENDED ACTION: Read Resolution No. 2012-31 by title only.
Adopt Resolution No. 2012-31.

Vice-Mayor Evans moved to read Resolution No. 2012-31 by title only, seconded by Councilmember Oravits.

Mark Landsiedel explained proposed changes to the existing Development Agreement most of which deal with infrastructure. Part 2 contains a notice that the developer may come back and ask for a rezoning on certain parcels after the development is under way because much has changed in the last 12 years when the property was initially rezoned. The City pledges not to initiate zoning changes within the next two years and the developer agrees to pay all fees.

The motion passed on unanimous vote and title was read as follows:

RESOLUTION NO. 2012-31

A resolution approving the Third Supplement to the Development Agreement between the City of Flagstaff and Miramonte Arizona, LLC.

Vice-Mayor Evans moved for adoption. The motion was seconded by Councilmember Barotz and passed on unanimous vote.

D. Consideration and Approval of Lease of City-Owned Property: Snow play recreational area on the northeast portion of McMillan Mesa.

- RECOMMENDED ACTION:
1. Approve the Lease Agreement with D&C Maintenance and Snow Plowing, L.L.C., for an annual lease fee of \$3,000 for the winter season of operation; revenue share, based on gross revenue less sales tax, of 5.5% up to \$400,000; 7.5% from \$400,001 to \$600,000; and 9.5% from \$600,001 and higher; with an initial term of ten (10) years and an option for two 5-year extensions upon mutual written agreement between both parties; and
 2. Authorize the City Manager to execute the necessary documents.

Councilmember Woodson declared a conflict of interest, did not enter into discussion, and vacated the podium.

Councilmember Overton moved to accept the recommended action, seconded by Councilmember Brewster.

T.J. Dana, and John Crowley (proposers); Mark Sawyers; Elizabeth Anderson; Brad Hill; Stacey Button; and Rick Compau participated in the discussion.

The development area is about 14 acres. Almost all of the vegetation on the upper slope will remain intact and only one single trail will be used from the parking to the sledding area. Because they would like for schoolchildren to be able to use the snowpark after school until 7:00 p.m., and until 9:00 p.m. on the weekends, the proposers are asking for lighting. The area falls within Zone 2 of the City lighting ordinance, but they will build to the stricter level of Zone 1. They propose to install 36 shielded, low pressure sodium lights. The request is for limited hours within the time frames allowed in Zone 1. The observatories will be sending letters stating they are neutral on the issue of lights and have no objection.

On the reclamation issue in case the project ceases to continue, the bidders have received a quote of \$48,000 for full reclamation back to the original topography including hydroseeding twice and removal of the parking lots. They are willing to put up \$75,000 for the cost but would prefer for the clause to be written so that the City's engineers review the numbers prior to issuing the building permits provided that the surety would be in the city's hands prior to any construction.

The directors of Naval and Lowell have reiterated to staff that they will not take a position but do expect the City to hold the project consistent with the dark sky ordinance.

Outdoor lighting ordinance doesn't consider reflectivity of any surface period; however, the conditional use permit does take it into account. Staff would assure that their outdoor lighting plan would conform only to the developed area. General illumination is allowed for parking lot lighting grocery stores. The Regional Land Use Plan designates the location for a special recreational facility and the McMillan plan designates it under the consensus portion as a public snowplay area.

Chris Luginbuhl, representing the U.S. Naval Observatory, commented that not taking a position should not be mistaken as no impact to the observatories. The observatory begins its use of night skies at dark.

The Parks and Recreation Commission addressed the issue numerous times and supported it from its inception. Although the commission initially inquired into other locations, they completely support the proposal with the majority supporting the project in this location.

The Open Spaces Commission received a preliminary presentation on the plan but felt it was premature to take a position when they didn't know the specifics.

The Water Commission also received a preliminary presentation, but they did not have sufficient information to give direct feedback.

The Tourism Commission was the other commission to receive a presentation, but it wasn't scheduled as an action item, although they felt it would result in more visitations to the community.

Opposed to a snowplay area on McMillan Mesa were:

- Moran Henn, on behalf of Friends of Flagstaff's Future
- Evan Havaker
- Tom Lang
- Sophie Katz
- Shana Fox
- Cynthia Pardo
- Lance Diskan
- Jean Toner
- Brad Garner
- Kim Romberger
- Sally Kladnik
- April Myer
- Marilyn Weissman
- Nancy McCluskey
- Gwendolyn Waring
- Nat White
- Steve Hirst
- Ethan Almack
- Jeffrey Robison
- Tyler Williams
- Chris Gunn
- George Averbek

In support were:

- Michael Dugan
- Kara Slaughter
- John Stigmon
- Tom Wyatt, on behalf of the Chamber of Commerce

The developers will have to go to the Planning and Zoning Commission as part of the conditional use application. Until they have authority for the project, they can't pin down the details because it requires a substantial investment. Future processes, however, will require more detailed information.

Consideration for children who can't afford to play has been built into the proposal. Up to 600 free passes will be given to the City every year to be administered by Recreation.

Mayor Nabours moved to amend the most recent edition of the lease, in Article 4, Section A, Page 6, to require a \$75,000 one-time lease payment due before work on the improvements begin, seconded by Councilmember Oravits.

The motion passed 4-2 on roll call vote as follows (with Councilmember Woodson abstaining):

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

Mayor Nabours moved to amend the lease on Page 6, Article 3B, Renewal, to delete the existing language and replace with the following:

“Upon completion of the initial term, this lease may be renewed for up to two additional 5-year terms upon written approval of Lessee and the City Council, subject to any modifications that are mutually agreeable.”

Councilmember Oravits seconded.

The motion passed 4-2 on roll call vote as follows (with Councilmember Woodson abstaining):

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

Mayor Nabours moved to amend the lease at Article 5D to delete the first and second sentences and substitute with the language:

“Lessee may operate the snowplay park until 9:00 p.m. No lighting for the park or parking areas shall be allowed after 9:30 p.m.”

Councilmember Oravits seconded the motion which failed 3-3 on split roll-call vote as follows (with Councilmember Woodson abstaining):

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

Councilmember Oravits moved to amend the lease to allow lights up to 7:00 p.m. for the snowplay area Sunday through Thursday and until 9:00 p.m. on Friday and Saturday nights, with the parking lot lights allowed to stay lit until a half-hour after closing. Mayor Nabours seconded the motion to amend.

The motion failed 3-3 on a split roll-call vote as follows (with Councilmember Woodson abstaining):

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

Councilmember Overton moved to amend to allow lights up to 7 p.m., 7 days a week, and to allow lighting in the parking lot until 7:30 p.m., seconded by Mayor Nabours.

The motion failed 3-3 on a split roll-call vote as follows (with Councilmember Woodson abstaining):

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

Mayor Nabours moved to postpone until the regular Council meeting of September 4 to list for possible adoption subject to amendments and public participation. Councilmember Oravits seconded. The motion passed 5-1 on majority vote with Mayor Nabours, Vice-Mayor Evans, and Councilmembers Barotz, Brewster, Oravits, voting in favor; Councilmember Overton opposed and Councilman Woodson abstaining.

Mayor Nabours moved to waive the Council’s Rules of Procedure requirement regarding consideration of new agenda items 10:00 p.m. Upon second from Councilmember Overton, the motion passed on unanimous vote.

- E. Consideration and Adoption of Resolution No. 2012-30:** A resolution of the Council of the City of Flagstaff, Arizona, ordering and calling a special debt authorization election to be held on November 6, 2012, in and for the City of Flagstaff, Arizona, to submit to the qualified electors thereof questions with respect to the sale and issuance of various purpose bonds of the City of Flagstaff, Arizona.

RECOMMENDED ACTION: Read Resolution No. 2012-30 by title only.
Adopt Resolution No. 2012-30.

Mayor Nabours moved to read Resolution No. 2012-30 by title only, seconded by Vice-Mayor Evans.

After some discussion on the overall process, Mr. Burke clarified that what was being voted on was the revised resolution which had been circulated on Monday. The revised resolution had included a dollar amount of \$10,000,00 for Question 101 and changing the first bullet point to read, *“to expedite and conduct forest treatments in the Dry Lake Hills watershed north of town to reduce wildfire threat, thereby mitigating subsequent flooding to Sunnyside, downtown, the NAU campus, and neighborhoods bordering the Rio de Flag.”* Additionally, Question 102 included a dollar amount of \$14,000,000.

Councilmember Woodson moved to amend by removing Question No. 103 from the resolution. The motion was seconded by Councilmember Brewster and passed on unanimous vote.

Councilmember Woodson moved to amend Resolution No. 2012-30 by changing the aggregate principal amount of the bonds to \$24 million rather than \$29 million, seconded by Councilmember Brewster. The motion passed 5-2 on majority vote with Mayor Nabours, Vice-Mayor Evans, and Councilmembers Brewster, Overton, and Woodson voting in favor, and Councilmembers Barotz and Oravits opposed.

The vote on the main motion passed 5-2 on majority vote with Mayor Nabours, Vice-Mayor Evans, and Councilmembers Brewster, Overton, and Woodson voting in favor; and Councilmembers Barotz and Oravits voting against the resolution as they did not support Question 102 (but did support Question 101). Title was read as follows:

RESOLUTION NO. 2012-30:

A resolution of the Council of the City of Flagstaff, Arizona, ordering and calling a special debt authorization election to be held on November 6, 2012, in and for the City of Flagstaff, Arizona, to submit to the qualified electors thereof questions with respect to the sale and issuance of various purpose bonds of the City of Flagstaff, Arizona

Councilmember Overton moved to adopt Resolution No. 2012-30. The motion was seconded by Vice-Mayor Evans and passed 5-2 on majority vote. Mayor Nabours, Vice-Mayor Evans, and Councilmembers Brewster, Overton, and Woodson voted in favor; and Councilmembers Barotz and Oravits voted against.

15. DISCUSSION ITEMS

A. Discussion/Consideration of Zoning Code Amendment: A-frame signs.

RECOMMENDED ACTION: Discuss and provide direction.

After discussion, Council agreed that the matter of extended use of A-frame signs on private property would be folded into the Zoning Code amendments that will be forthcoming in future months.

B. Consideration/Discussion: August City Council Retreat.

RECOMMENDED ACTION: Discuss format and facilitation issues related to the August City Council Retreat

Although not all were in agreement, the majority nod was to have the City Manager act as the facilitator for the retreat which will be held on August 24 and 25. Council suggestions for the retreat should be sent to the City Manager who will make sure they're included in the discussion.

PUBLIC PARTICIPATION

None.

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

Vice-Mayor Evans asked for educational efforts related to litter in neighborhoods and whom to contact.

Vice-Mayor Evans noted that there are potholes on University that need to be repaired.

The August 28 meeting was rescheduled to Monday, August 27.

16. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 10:57 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
 : ss.
Coconino County)

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 on July 17, 2012. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 27th day of August, 2012.

CITY CLERK

NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES AND THE FLAGSTAFF CITY CHARTER, THE SUMMARIZED MINUTES OF CITY COUNCIL MEETING ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSIONS APPEARING WITHIN QUOTATION MARKS ARE VERBATIM. AUDIO RECORDINGS OF CITY COUNCIL MEETINGS ARE ON FILE IN THE CITY CLERK'S OFFICE.

SUMMARIZED MINUTES SPECIAL COUNCIL MEETING

**March 27,2012
12:00 p.m.**

A special meeting of the Flagstaff City Council was held on Tuesday, March 27, 2012 convening at 5:30 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

Call to Order

The meeting was called to order by Mayor Presler.

1. Roll Call

On roll call, the following were present:

Mayor Presler

**Vice Mayor Barotz
Councilmember Brewster
Councilmember Evans
Councilmember Overton
Councilmember White
Councilmember Woodson**

Also present were:

**Kevin Burke, City Manager
Rosemary Rosales, City Attorney**

2. Public Participation.

3. Consideration and Adoption of Resolution No. 2012-15: A Resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the Mail Ballot Primary Election held on March 13, 2012.

RECOMMENDED ACTION Read Resolution No. 2012-15 by title only.
Adopt Resolution No. 2012-15.

Councilmember Overton moved read Resolution No. 2012-15 by title only, seconded by Councilmember Evans. The motion passed on unanimous vote and title was read as follows:

RESOLUTION NO. 2012-15

A Resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the Mail Ballot Primary Election held on March 13, 2012.

Councilmember Overton moved for adoption. The motion was seconded by Councilmember Evans and the vote was unanimous in favor.

4. Adjournment

There being no further business to come before the Council, the meeting was adjourned at 5:46 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA,)
)
Coconino County.) ss.

I, MARGIE BROWN, 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 Special Meeting of the Council of the City of Flagstaff held on March 27, 2012. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 28th day of August, 2012.

CITY CLERK

NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES AND THE FLAGSTAFF CITY CHARTER, THE SUMMARIZED MINUTES OF CITY COUNCIL MEETING ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSIONS APPEARING WITHIN QUOTATION MARKS ARE VERBATIM. AUDIO RECORDINGS OF CITY COUNCIL MEETINGS ARE ON FILE IN THE CITY CLERK'S OFFICE.

**SUMMARIZED MINUTES
SPECIAL COUNCIL MEETING**

**April 24, 2012
5:30 p.m.**

A special meeting of the Flagstaff City Council was held on Tuesday, April 24, 2012 convening at * 5:30 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

1. CALL TO ORDER

The meeting was called to order by Mayor.

2. ROLL CALL

On roll call, the following were present:

Mayor Presler

**Vice Mayor Barotz
Councilmember Brewster
Councilmember Evans, Excused
Councilmember Overton
Councilmember White
Councilmember Woodson**

Also present were:

**Kevin Burke, City Manager
Rosemary Rosales, City Attorney**

3. Consideration of Amendment to Lease: 216 W. Phoenix Ave., Flagstaff, Arizona.

RECOMMENDED ACTION: Approve the amendment to lease with Flagstaff Shelter Services revising the term definition.

Councilmember Brewster moved to accept the recommended action. The motion was seconded by Councilmember Woodson and the vote was unanimous in favor.

4.. ADJOURNMENT OF SPECIAL COUNCIL MEETING

There being no further business to come before the Council, the meeting was adjourned.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA,)
)
Coconino County.) ss.

I, MARGIE BROWN, 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 Special Meeting of the Council of the City of Flagstaff held on April 24, 2012. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 28th day of August, 2012.

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
Submitted By: Elizabeth A. Burke, City Clerk
Date: 08/22/2012
Meeting Date: 08/27/2012



TITLE

Review of the September 4, 2012, City Council Meeting Draft Agenda

RECOMMENDED ACTION:

No action required

INFORMATION

With no Work Session being held in August, the Draft Agenda for the September 4, 2012, Council Meeting will be reviewed at this time.

Attachments:

Form Review

Inbox	Reviewed By	Date
City Manager	Elizabeth A. Burke	08/22/2012 05:18 PM
Form Started By: Elizabeth A. Burke		Started On: 08/22/2012 05:15 PM
	Final Approval Date: 08/22/2012	

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 08/01/2012
Meeting Date: 08/27/2012



Attachments: Letter

Form Review

Inbox
City Manager

Reviewed By
Elizabeth A. Burke

Date
08/01/2012 11:31 AM
Started On: 08/01/2012 11:23 AM

Form Started By: Elizabeth A. Burke

Final Approval Date: 08/01/2012

June 12, 2012

Nicole Woodman
Sustainability Manager
Flagstaff City Hall
221 West Aspen
Flagstaff, AZ 86001

Dear Ms. Woodman,

I am writing today to thank you, as well as the rest of the staff of the city's Sustainability Division, for your amazing home energy upgrade program. We recently participated in this program and we simply could not be more pleased.

The workers from local companies that came to our home to do the work could not have been more professional or helpful. They not only did an astonishing amount of work in just one day, but they took all the time needed to answer our questions and provide us with plenty of information. The work they did is going to make a major difference in the efficiency of our home. In fact, we could tell a significant difference just the next day! Beyond increasing our energy efficiency they also completed work that will significantly reduce potential health concerns for my entire family...something that simply cannot be measured in money.

As someone who works in a grant-funded position, I am all too aware of the struggles vital operations face in the current fiscal climate. I am utterly amazed at how your program has been able to operate in this climate, and yet you continue to secure grants to benefit the citizens of our community as well as our environment. It gratifies me to know that such passionate and dedicated individuals are serving our community.

In addition to the environmental and financial benefits of this program, the fact that you are providing local employment to the citizens of Flagstaff should also be commended. The grants you secured for this program are going to produce numerous beneficial results in our community.

In closing, we are extremely grateful for the opportunity to have participated in this exceptional program. We wish you and your staff continued success.

Warm regards,



Todd Barnell
601 West Whipple
Flagstaff, AZ 86001