

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MAY 6, 2014

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

4:00 P.M. MEETING

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes: City Council Work Session of March 25, 2014; the Special Work Session of March 27, 2014; the Work Session of April 8, 2014; and the Regular Meeting of April 15, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of March 25, 2014; the Special Work Session of March 27, 2014; the Work Session of April 8, 2014; and the Regular Meeting of April 15, 2014.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

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

Make four appointments to terms expiring March 2017.

B. Consideration of Appointments: Library Board.**RECOMMENDED ACTION:**

Make one (1) appointment to term expiring November 2016.

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

Make one Natural and Cultural Science appointment to a term expiring April 2017.

Make one At-Large appointment to a term expiring April 2017.

D. Consideration of Appointments: Parks and Recreation Commission.**RECOMMENDED ACTION:**

Make one appointment to term expiring August 2014.

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Roger J. Verderame, "Il Pizzeria", 105 N. Beaver St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

- 1) Hold the Public Hearing

The City Council has the option to:

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

9. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. Consideration and Approval of Contract:** Involving Coconino Coalition for Children & Youth Program, Flagstaff Unified School District and the City of Flagstaff for the FACTS after school program funding for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve 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.

- B. Consideration and Approval of Contract:** Consideration to enter into the Cooperative Greater Flagstaff Fire Agencies All Risk Emergency Intergovernmental Agreement. ***(Approve IGA with nearby fire districts for provision of reciprocal mutual aid).***

RECOMMENDED ACTION:

Approve the Cooperative Greater Flagstaff Fire Agencies All Risk Emergency Intergovernmental Agreement and authorize the Mayor to execute on behalf of the City of Flagstaff.

- C. Consideration and Approval of Contract:** Copy Center and Mailroom Services Contract (Amended) and a supplementary Services and Solutions Agreement with Xerox Corporation

RECOMMENDED ACTION:

Consent to assignment of the Copy Center and Mailroom Services Contract (as Amended) to Xerox Corporation, and the supplementary Services and Solutions Contract with Xerox Corporation that is required as part of the contractual arrangement.

- D. Consideration and Approval of Final Plat** for TLC PC AZ, LLC., for a final plat of The Estates at Pine Canyon, Unit 5, a 47-lot, single-family residential subdivision. The site is 29.9 acres in size and located at 3851 South Clubhouse Circle in the Pine Canyon subdivision. The site is zoned R1, Single-Family Residential.

RECOMMENDED ACTION:

Staff recommends approval of the Final Plat, and authorize the Mayor and City Clerk to sign both the plat and City Subdivider Agreement.

10. ROUTINE ITEMS

- A. Consideration and Adoption of Resolution No. 2014-17:** A resolution of the Mayor and City Council of Flagstaff, Arizona, appointing Election Boards for the Mail Ballot Special Election to be held in the City of Flagstaff, Arizona, on Tuesday, May 20, 2014

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-17 by title only
- 2) City Clerk reads Resolution No. 2014-17 by title only (if approved above)
- 3) Adopt Resolution No. 2014-17

- B. Consideration and Approval of Transaction Privilege (Sales) Tax Account Write-offs:** Delinquent and uncollectable accounts for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable transaction privilege (sales) tax accounts in the amount of \$140,569.91.

- C. Consideration and Approval of Utility Account Write-offs:** Delinquent and uncollectable accounts for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable utility accounts in the amount of \$191,097.80.

- D. Consideration and Approval of Miscellaneous Receivable Account Write-offs:** Delinquent and uncollectable accounts for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable miscellaneous receivable accounts in the amount of \$2,125.86.

RECESS

6:00 P.M. MEETING

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

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11. ROLL CALL

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

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

12. PUBLIC PARTICIPATION**13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA****14. PUBLIC HEARING ITEMS**

None

15. REGULAR AGENDA**A. Consideration of Audited Financial Reports: Year ending June 30, 2013.****RECOMMENDED ACTION:**

Approve the June 30, 2013, Comprehensive Annual Financial Report and the Single Audit Report as recommended by the City of Flagstaff Audit Committee.

B. Consideration and Adoption of Ordinance No. 2014-10: An ordinance of the Flagstaff City Council adopting Public Safety development fees *(Impact fees for public safety)*.**RECOMMENDED ACTION:**

At the May 6, 2014, Council Meeting

1) Read Ordinance No. 2014-10 by title only for the first time on May 6, 2014

2) City Clerk reads Ordinance No. 2014-10 by title only (if approved above)

At the May 20, 2014, Council Meeting

3) Read Ordinance No. 2014-10 by title only for the final time on May 20, 2014

4) City Clerk reads Ordinance No. 2014-10 by title only (if approved above)

5) Adopt Ordinance No. 2014-10

C. Consideration and Adoption of Ordinance No. 2014-08: An Ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 4, Building Regulations, by amending the Uniform Housing Code, 1997 Edition and Amendments. *(To bring the minimum standards up to current code and to streamline the process and simplify debt collection by the City when the cost of repairs or demolition is taken on by the City)***RECOMMENDED ACTION:**

At the May 6, 2014, Council Meeting:

1) Read Ordinance No. 2014-08 by title only for the first time

2) City Clerk reads Ordinance No. 2014-08 by title only (if approved above)

At the May 20, 2014, Council Meeting:

3) Read Ordinance No. 2014-08 by title only for the final time

4) City Clerk reads Ordinance No. 2014-08 by title only (if approved above)

5) Adopt Ordinance No. 2014-08

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. Possible Future Agenda Item: Zoning for Student Housing Projects

18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**19. 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 _____, 2014.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 05/02/2014
Meeting Date: 05/06/2014



TITLE

Consideration and Approval of Minutes: City Council Work Session of March 25, 2014; the Special Work Session of March 27, 2014; the Work Session of April 8, 2014; and the Regular Meeting of April 15, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of March 25, 2014; the Special Work Session of March 27, 2014; the Work Session of April 8, 2014; and the Regular Meeting of April 15, 2014.

INFORMATION

Attached are copies of the minutes of the City Council Work Session of March 25, 2014; the Special Work Session of March 27, 2014; the Work Session of April 8, 2014; and the Regular Meeting of April 15, 2014.

Attachments: [03.25.2014.CCWS.Minutes](#)
 [03.27.2014.CCSWS.Minutes](#)
 [04.08.2014.CCWS.Minutes](#)
 [04.15.2014.CCRM.Minutes](#)

MINUTES

WORK SESSION
TUESDAY, MARCH 25, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

WORK SESSION

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of March 25, 2014, to order at 6:05 p.m.

2. Roll Call

Councilmembers present:

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

Councilmembers absent:

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

3. Preliminary Review of Draft Agenda for the April 1, 2014, City Council Meeting*

**Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

Councilmember Barotz noted that the agenda for April 1, 2014 is quite long and asked if any items were able to be postponed so the Council is not dealing with issues late in the evening. She suggested moving the Water Policy to a different meeting date. Mr. Burke stated that two items on the 6:00 p.m. meeting could easily be moved to the 4:00 p.m. meeting. Mayor Nabours requested that Mr. Burke move the two items from the 6:00 p.m. agenda to the 4:00 p.m. agenda and move the Water Policy item up earlier in the agenda.

Councilmember Woodson commented on item 9-B stating that it is likely that development will increase and there is an annual amount listed in the staff summary; he asked if that amount will remain the same over the next three years or if it will change. City Engineer Rick Barrett stated that the annual contract is based on estimated quantities with unit prices. The quantities are indicative of the last year; if there is more testing than in the past the price will increase. He stated that there is a \$10,000 contract allowance that should take care of any of those increases should they arise.

Councilmember Woodson asked what the fallback is should they be unable to perform mid-year. Mr. Barrett stated that the City would go back to using the on-call contracts to help do the work; it is what is being done now.

Mayor Nabours noted that according to the evaluations this award is not based on the lowest price. There is concern that if the difference between two companies is very small the contract can be decided by one evaluator. He requested comments on the process and whether or not it would be prudent to throw out the top and bottom scores to get a more accurate result.

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

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

Rob Wilson addressed Council in regards to the PowerPoint presentations that are given at Council meetings and not posted on the website. He requested that those presentations be available in advance of the meetings.

Frankie Madriol addressed Council in regards to Arrowhead Village mobile home park and urged Council to adopt a displacement ordinance.

Rudy Preston addressed Council regarding the new median on Butler, the Dew Downtown event and Arrowhead Village mobile home park.

Two unknown residents addressed Council in regards to Arrowhead Village mobile home park.

5. Street Lighting Presentation

Mr. Burke stated that staff has been working with Lowell Observatory on possible solutions and this presentation will help Council understand why it is so complicated and challenging to find solutions. He thanked the Observatory for their cooperation and time that has been spent with staff trying to find a solution that will address all values.

Public Works Supervisor Steven Hill provided a PowerPoint presentation that covered the following:

- ▶ CITY OF FLAGSTAFF STREET LIGHTING
- ▶ VARIOUS PICTURES
- ▶ MAST ARM FAILURES
- ▶ MAST ARM ASSEMBLY
- ▶ FISCAL IMPACTS OF LPS
- ▶ LPS ENERGY EFFICIENCY
- ▶ LPS SPECTRAL OUTPUT
- ▶ OPTIONS
- ▶ WHITE LED
- ▶ STREET LIGHT POLES
- ▶ AMBER LED
- ▶ FILTERED LED
- ▶ IMPACTS OF OPTIONS
- ▶ 2014 DARK SKIES CONFERENCE

Mayor Nabours asked if the City is in danger of the mast arms falling off the poles and striking a person or causing property damage. Ms. D'Andrea stated that the question should be discussed in Executive Session.

Councilmember Barotz moved to go into Executive Session for legal questions; seconded; passed unanimously.

The Council went into Executive Session from 6:46 p.m. through – 6:55 p.m.

Jeffrey Hall with Lowell Observatory provided a PowerPoint presentation that covered the following:

- ▶ LIGHTING IN FLAGSTAFF
 - Very broad spectrum with the white LEDS
 - Current standards are effective and world standard
 - Current challenge
 - How to proceed
- ▶ FLAGSTAFF LIGHTING PRACTICE SUMMARIZED
- ▶ EFFECT OF DARK-SKY LIGHTING IN FLAGSTAFF AND COCONINO COUNTY
 - How can we quantify light loads
- ▶ LINCHPINS OF FLAGSTAFF LIGHTING PRACTICE
- ▶ ASTRONOMICAL ASSETS IN FLAGSTAFF
- ▶ ADDRESSING THE KEY ISSUES
 - Amber LEDs are not very efficient but they would be acceptable with a citywide conversion. They are expensive so Lowell would like to collaborate to find alternative solutions.

Councilmember Brewster stated that the observatories have been around for quite awhile; she asked what the economic impact to the region is on an annual basis. Mr. Hall stated that the impact is \$1.2 billion statewide and \$7 million locally with capital investments of over \$100 million.

Mayor Nabours stated that the Dark Sky ordinance has the concentric rings with the lighting restrictions lessening as they move out of the circle; he asked if the order should be reversed as observatory work is moving further from town. Mr. Hall stated that there are two sets of circles, the zones 1-3 in the City start in the west and move through the City, once into Coconino County around Anderson Mesa there is a zone of 1-3 and those would be applied to other zones. Mayor Nabours asked if the zones could be used as a tool to make the lighting changes. For example, in zone two and three filtered LEDs are required. Mr. Hall stated that it probably would not be effective as the overall sky glow would increase but it is something to research and discuss further.

Councilmember Oravits asked how the Twin Arrows development has come into play with Dark Skies. Mr. Hall indicated that meetings have been held to discuss the lighting. The lights in the parking lot are shielded but not LPS and overly dense. More development is planned and as it grows the intent is to apply the County standards.

Mr. Burke offered that the City could use some of the grant dollars that the City received through the FMPO when converting to LEDs to incentivize research in the direction of efficient LED options for Dark Sky cities. Mr. Hall added that there is good hope that good LED technology will be developed.

Rudy Preston submitted written comments about the funding for the new lighting.

6. Review of Draft Agenda Items for the April 1, 2014, City Council Meeting.*

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

A. Presentation on Principles of Sound Water Management – Water Policies: Review edited version of the entire Water Policy Document (redline of proposed Water Policy and draft Final).

Utilities Director Brad Hill explained that there are two versions, the redline draft and the possible final draft. Staff incorporated comments made by Council, reorganized the document and gave reclaimed water its own chapter. The goal is to not change the intent of the policies but streamline them.

Councilmember Barotz recalled discussing a list that contained references to City Code and asked if those references could be included in the Water Policy so the reader could refer to the code and be able to distinguish between what is code and what is policy. Mr. Hill stated that the policy drives the code and there are codes that develop the policy; staff can incorporate the references into the document.

Mayor Nabours referred to page 21, policy C3.1, and suggested adding “by agreement of the parties” to show that both parties need to be in agreement.

He also referred to page 236, policy C7.3; he suggested removing “within the City” as it should not matter if they are inside or outside the City if they are a current user. Mr. Hill noted that currently all deliveries are within the City limits.

Mayor Nabours suggested that at the end of that same section a provision should be included that if a business is sold then the reclaimed water agreement can be assigned and continue with the new owner of the business. Some reclaimed water users have changed hands and it would be helpful to avoid any issues with shutting down a business because the new owner was not approved. If the new owner is going to continue the same business or within the same system, the new owner should be able to take over the contract. Mr. Hill stated that all of the new agreements contain a provision for a successor. Councilmember Woodson added that it is important to understand that the City has the discretion to continue service based on availability.

Councilmember Barotz noted a grammatical correction page 23 Section C7.3 the first line should say “with” instead of “to.”

Rudy Preston addressed Council about the policy not containing anything on finding alternative methods for producing wastewater. He stated that Section C5.2 is unclear on what is City, Staff, and Council. He offered that reclaimed wastewater should not be subsidized and there should be a priority to in-town users to move ahead of out of town users.

Moran Henn addressed Council in hopes of a stronger emphasis on water conservation.

Dawn Dyer submitted written comments about reclaimed water outside the City limits.

7. Public Participation

None.

8. Informational Items To/From Mayor, Council, and City Manager; request for future agenda items

Vice Mayor Evans requested a Section 15 item regarding off campus student dormitory housing facilities and creating a policy on where they should be built and most appropriate.

Mr. Burke reminded Council that comments related to the sign code are due by Friday.

Mayor Nabours asked why some of the PowerPoint presentations are not included in the agenda packets. Mr. Burke explained that often it is a timing issue and many are not ready at the time of posting. He added that the documents are always available as a public document. Requiring them to be included in the agenda could have an impact on timely agenda posting.

9. Adjournment

The Flagstaff City Council Work Session of March 25, 2014, adjourned at 7:42 p.m.

MAYOR

ATTEST:

CITY CLERK

SPECIAL WORK SESSION (BOARDS & COMMISSIONS)

THURSDAY, MARCH 27, 2014

COUNCIL CHAMBERS – CITY HALL

211 WEST ASPEN AVENUE

1:00 P.M.

1. **Call to Order**

Mayor Nabours called the meeting to order at 1:04 p.m.

2. **Roll Call**

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

Councilmembers Present:

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

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

3. **Discussion/Direction re City of Flagstaff Boards and Commissions**

Ms. D'Andrea reviewed the City Council's authority to create, change or abolish boards and commissions. Most commissions are advisory but some offer recommendations to Council. Members must be City residents for the duration of their term. Ms. D'Andrea noted that Council needs to act by ordinance to make any changes to boards and commissions. All boards and commissions can elect bylaws or follow the Council established bylaws. The Audit Committee, Board of Adjustment, Industrial Development Authority, Planning and Zoning Commission, Public Safety Personnel Retirement System Board, and Self Insurance Trust Fund Board are mandated by statute or ordinance.

Mayor Nabours released the above noted boards and commissions from the meeting as their existence and duties are regulated by statute.

Each remaining board or commission was asked to provide a brief description to the City Council on their roles and duties.

A break was held from 2:28 p.m. through 2:40 p.m.

Board and Commission staff liaisons and Chairpersons continued providing brief presentations of the roles and duties of their board or commission.

A break was held from 4:07 p.m. through 4:15 p.m.

The following are the outcomes of the discussion between the City Council and each board or commission.

- Consider reducing Beautification and Public Art Commission from nine to seven members.
- Consider debt service tools for Beautification and Public Art Commission projects.
- Reconsider the membership classifications (by numbers) for Beautification and Public Art Commission.
- Consider how to reframe and better define Commission on Diversity Awareness to encourage participation.
- Transfer Land Trust Commission responsibilities to staff.
- Consider a uniform set of bylaws or rules of procedure.
 - Terms
 - Term limits
 - How chair selected
 - Do some clean-up across enabling ordinances
 - Maybe use Council rules as baseline rather than Board and Commission handbook
- Board and Commission training
 - Need to have a consequence for not completing the training
 - Within first three years is too long. It should be prior to some number of meetings and/or within three months
 - Possibly provide a manual and then take a test
 - Could the training be offered on-line with a certificate (staff check into cost)
 - Do not re-appoint if they have not gone to training
 - Open meeting laws are on the City web site and must reviewed one day before taking office
 - Could ask for an affidavit that is kept on record that they have read it. It can be stored with the oath of office
 - Still have the training within three months
- Terms
 - Three years all commissions
 - Re-appointments - Council discretion each time, no preference
- Term Limits
 - Called out in handbook as two full terms; could be seated three times assuming first term is partial
 - Off one year before they can re-apply to same commission; they can apply for another commission immediately
- Serve on more than one commission?
 - No, only one at a time
- Industrial Development Authority – research if able to be an as-needed board
- Council ideas to Commission or Commission to Council
 - Staff could take an idea to the commission

- If an extraordinary request is made of staff time, that must be cleared by City Manager
- Rule of three to put on their own commission agenda. Staff Liaison sets the agenda
- If majority passes a policy recommendation to Council, City Manager will schedule work session when appropriate to hear presentation from commission/staff
- Minority report
 - Available but not formal. Staff should remind members that if they are in the minority and want to send Council an email with their position they are welcome to and can also speak at Council meeting
- Try to recognize at end of term

4. **Adjournment**

The Board and Commission Special Work Session of March 27, 2014, adjourned at 5:05 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

WORK SESSION
TUESDAY, APRIL 8, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
5:00 P.M.

WORK SESSION

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of April 8, 2014, to order at 5:02 p.m.

2. Roll Call

Councilmembers present:

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

Councilmembers absent:

VICE MAYOR EVANS

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

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

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

None.

4. Preliminary Review of Draft Agenda for the April 15, 2014, City Council Meeting*

**Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

Councilmember Oravits asked if the agenda item concerning Fourth Street is open for all discussion. Mr. Burke stated that the purpose of the item is to reaffirm the meeting in January when Council stated that they were not interested. No action will be taken but discussion and affirmation is okay.

- A. Consideration and Adoption of Resolution No. 2014-14 :** A resolution approving the City of Flagstaff 2014/2015 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Permanent Affordability Administrator Justyna Costa provided a PowerPoint presentation that covered the following:

- ▶ ANNUAL ACTION PLAN CDBG
- ▶ TONIGHT
- ▶ WHAT IS CDBG?
- ▶ CDBG ELIGIBILITY CRITERIA
- ▶ COUNCIL DIRECTION (1/8/13) STAFF RESPONSIBILITIES
- ▶ PUBLIC PARTICIPATION PROCESS
- ▶ PROPOSAL SCORING CRITERIA EXAMPLES
- ▶ DISTRIBUTION ALLOWED BY HUD
- ▶ HOW MUCH MONEY ARE WE TALKING ABOUT?
- ▶ PUBLIC SERVICE PROPOSALS
- ▶ FISCAL YEAR 14/15 PUBLIC SERVICES ACTIVITIES RECOMMENDATIONS
- ▶ HOUSING PROPOSALS
- ▶ FISCAL YEAR 14/15 HOUSING ACTIVITIES RECOMMENDATIONS
- ▶ NEXT STEPS

Mayor Nabours stated that not too long ago the Council went through the same process. He asked if this is for the next fiscal year and why the same type of discussion is not occurring. Ms. Costa explained that the conversation can be had but last year there was a lot of controversial Council need. This year, based on staff recommendation there was a clear cut, easy solution. Housing Manager Sarah Darr further explained that there was unclear direction last year on the infrastructure piece and this year there is a clear difference and delineation of the rankings.

5. Road Repair and Street Safety Initiative Update

Kevin Burke offered a PowerPoint presentation that covered the following:

- ▶ ROAD REPAIR AND STREET SAFETY INITIATIVE
- ▶ CONDITIONS AND BACKGROUND
- ▶ GAS TAX
- ▶ PROJECTED NATIONAL TREND
- ▶ GROWTH OF CITY ROAD SYSTEM
- ▶ WHAT DOES HURF (THE GAS TAX) FUND?
- ▶ HURF FUNDED PROGRAMMING

- ▶ COST CUTTING EFFORTS SINCE 2009
- ▶ COUNCIL GOAL
- ▶ PAVEMENT PRESERVATION
- ▶ PAVEMENT DETERIORATION CURVE
- ▶ STREET OCI ASSESSMENT
- ▶ ECONOMIC IMPACT OF ROADS
- ▶ TAXES AND FINANCING TOOLS
- ▶ CITIZEN SURVEY
- ▶ CITIZEN REVIEW COMMITTEE RECOMMENDATION
- ▶ TRANSPORTATION COMMISSION
- ▶ COUNCIL DISCUSSION

Councilmember Barotz asked if the question in the County transportation study was similar to the question in the citizen survey. Mr. Burke stated that the questions were framed differently between the two surveys but there was a 62% support from the citizen survey. Coconino County Deputy Public Works Director Lucinda Andreani offered that the County survey was of likely voters and the general question about sales tax increase resulted in support of approximately 57%. Councilmember Barotz stated that the studies cannot be compared because the populations and surveys were different.

Councilmember Oravits expressed concern with the cost, how long the ramp up time would be and the impact of that time on the overall cost. Mr. Burke offered that it is physically impossible to do \$47 million in the first year; it will take a decade to get that amount of work done. The plan is to start with the streets that are on the verge and work up. The way the work is staged will lead the project through without hitting the projected \$65 million.

Councilmember Overton expressed concern with the overall community tax capacity. It will be important to do the utility work in conjunction with the street work. He suggested looking into a phased process or a piece work option.

Councilmember Woodson noted that the gas tax has not increased in years and a local gas tax is not allowed. He asked if a sales tax was collected if it would stay local. Mr. Burke stated that the City will always be supplementing with General Fund dollars but the idea of a sales tax is that a good portion of the money will go towards fixing roads and sidewalks.

Councilmember Barotz stated that the key to the success of the sales tax passage is public education and outreach; it is extremely important that the citizens understand what they are getting in return.

Councilmember Oravits offered that a community sales tax is not the way to go. He is concerned about the ongoing maintenance costs and if there is no guaranteed revenue the City finds itself in the very same position in the future. He is hesitant to go to the voters for a tax for maintenance and feels the City should find alternative funding for street maintenance.

Mr. Burke stated that there will be a series of work sessions in the future to further discuss and vet out the issues. Councilmember Overton stated that it will be important to get on the same page as the County moving forward.

5. Service Partner Presentations - 2014

Finance Director Rick Tadder provided a five year summary of what the various partners have received.

Councilmember Barotz reminded everyone that the discussion is not about whether or not the City should enter into contracts with the agencies but rather an update on their programs.

Myra Womochil, Director at Victim Witness began the PowerPoint presentation and covered the following:

- ▶ VICTIM WITNESS
- ▶ ARIZONA CONSTITUTIONALLY MANDATED SERVICES
- ▶ 24/7 ON-SCENE CRISIS RESPONSE
- ▶ ADDITIONAL PROGRAMS
- ▶ THE NUMBERS

Kara Ransom-Wright with Northern Arizona Center Against Sexual Assault (NACASA) continued the presentation.

- ▶ NORTHERN ARIZONA CENTER AGAINST SEXUAL ASSAULT (NACASA)
- ▶ OVERVIEW
- ▶ HISTORY
- ▶ STATISTICS
- ▶ REQUEST FOR FUNDING
- ▶ IMPACT OF LOSING NACASA
- ▶ OVERVIEW OF FUNDING/EXPENDITURES
- ▶ CONTACT

Jack Callahan, Chief Executive Officer of the Alcohol Stabilization Unit of the Guidance Center continued the presentation.

- ▶ ALCOHOL STABILIZATION UNIT THE GUIDANCE CENTER
- ▶ ALCOHOL STABILIZATION UNIT (ASU)
- ▶ ASU FUNDING
- ▶ BENEFITS TO THE COMMUNITY
- ▶ ASU DEMOGRAPHICS
- ▶ FY2015 IMPROVEMENTS & REQUEST

Mayor Nabours asked if most of the clients are brought in by the Police Department. Mr. Callahan stated that the Police Department brings in most of the clients but there is a fair amount coming from the Fire Department and walk ins.

Mayor Nabours stated that there is no legal right to hold anyone who does not want to stay and asked what happens when they want to leave. Mr. Callahan stated that the staff offers incentives and enticement to stay, however there is no legal ability to keep anyone there; it has to be their choice.

Mr. Burke asked what the role Flagstaff Medical Center (FMC) plays in relation to the Guidance Center. Mr. Callahan stated that FMC has their own program that is for people who are medically compromised. The Guidance Center works with the people who do not have to go to the Emergency Room and they must be medically cleared.

William Harris, President and CEO of Science Foundation of Arizona continued the presentation.

- ▶ SCIENCE FOUNDATION OF AZ (SFAZ) IN PARTNERSHIP WITH THE CITY OF FLAGSTAFF
- ▶ AS OF MARCH 2014, SFAZ INVESTED \$7,541,653 IN FLAGSTAFF ON WHICH \$3.6 MILLION HAS BEEN INVESTED IN EDUCATION
- ▶ SFAZ'S IMPACT ON K-12 EDUCATION
- ▶ SFAZ STEM MENTORING PROGRAM IN FLAGSTAFF
- ▶ SFAZ IS A SPONSOR OF THE FLAGSTAFF FESTIVAL OF SCIENCE
- ▶ FELLOWSHIP PROGRAM

Dave Abeyta of the United Way Board of Directors continued the presentation.

- ▶ UNITED WAY OF NORTHERN ARIZONA (UWNA)
- ▶ UWNA MISSION
- ▶ COMMUNITY IMPACT
- ▶ DISTRIBUTION OF CITY OF FLAGSTAFF FUNDING BY CITY PRIORITY (2013-2014)
- ▶ CITY OF FLAGSTAFF FUNDING
- ▶ UNITED WAY OF NORTHERN ARIZONA REQUEST

Mayor Nabours asked if the City contribution to United Way goes into the general pot or if it specifically separated and allocated on a separate basis for Flagstaff. Mr. Abeyta stated that the funds are allocated separately. There is a review process and each fund has different requirements for allocation. Each application is reviewed based on the criteria of each fund.

Mayor Nabours stated that there are 26 organizations that receive City of Flagstaff funds and asked if funds are returned to the City should there be an excess. Jill Briggs with United Way offered that there has never been a situation where United Way has given back money nor is there guaranteed funding from United Way.

Johanna Klomann with United Way added that any donor who donates to United Way has a choice as to where their money goes to and those are not United Way dollars because they have been designated to other agencies.

Councilmember Oravits stated that United Way brings in \$2.5 million per year with expenses of over \$900,000; he asked what the administrative costs are. Ms. Klomann stated that the administrative cost was 14.2% and 17% in 2013. Mr. Burke added that the City's contract with United Way is a pass through to the service agencies in the community. United Way also provides and funds services themselves.

Mayor Nabours stated that earlier the Council discussed the distribution of CDBG funds and noted that five of the entities United Way funds are also funded from the CDBG. He asked if it would be possible to increase the entity funding and correspondingly decrease funding United Way from the General Fund. Mr. Burke state that he would have staff look into the options available.

A break was held from 7:15 p.m. through 7:38 p.m.

Michelle Ryan with the Coconino Humane Society continued the presentation.

- ▶ COCONINO HUMANE SOCIETY
- ▶ COMMUNITY BENEFITS FROM OUR PARTNERSHIP
- ▶ 2012-2013 STATISTICS
- ▶ AGENCIES THAT PROVIDE SIMILAR SERVICES
- ▶ OVERVIEW OF FUNDING AND EXPENDITURES

Councilmember Overton asked if the additional \$78,000 requested was for operations or for capital. Ms. Ryan explained that it is replenishing the capital funds that have been used for operations over the last five years.

Councilmember Oravits asked Ms. Ryan to explain the new mandates placed on the Humane Society. Ms. Ryan stated that the County has put out a document of new requirements. The State Veterinarian will no longer allow agencies to operate under his DEA license which means that the Humane Society will have to contract with a local veterinarian, which is costly. The Affordable Care Act is also costly to the organization.

Eric Marcus with the Sustainable Economic Development Initiative (SEDI) continued the presentation.

- ▶ SUSTAINABLE ECONOMIC DEVELOPMENT INITIATIVE (SEDI)
- ▶ SEDI IS ABOUT ECONOMIC DEVELOPMENT
- ▶ SEDI DOLLARS FOR DREAMS
 - OVER \$15,000 IN FLAGSTAFF BUSINESSES THAT HAVE APPLIED FOR FUNDING
- ▶ MICRO BUSINESS SUPPORT
- ▶ FLAGSTAFF IS LOSING CRITICAL SMALL BUSINESS SERVICES
- ▶ SEDI LOCAL FOOD, EDUCATION AND TARGETED ATTRACTIONS
- ▶ SEDI PROVIDES ECONOMIC DEVELOPMENT LEADERSHIP
- ▶ SEDI LEVERAGES FLAGSTAFF'S \$20,000 INVESTMENT

Mayor Nabours offered that CDBG has an Economic Development category and asked if SEDI has considered applying for those grant dollars. Mr. Marcus responded that there are a few grant applications in the works right now but CDBG funding has not been considered.

Sylvia Johnson, Director of Family and Community Teaming for Students (FACTS) continued the presentation.

- ▶ FAMILY AND COMMUNITY TEAMING FOR STUDENTS (FACTS)

- ▶ FACTS PARTNERSHIP
- ▶ COMMUNITY BENEFITS
- ▶ SIMILAR SERVICES AND/OR PARTNERS
- ▶ CONSIDERATIONS
- ▶ FACTS COMMUNITY NEED & BENEFITS
- ▶ FUNDING
- ▶ ANNUAL OPERATING BUDGET
- ▶ BUDGET REQUEST FY14
- ▶ COMMUNITY IMPACT – FUNDING CUTS

Mayor Nabours noted that the list of who uses the FACTS program by employer shows that GORE makes up 7.3% of users, he asked if those users were paying the fees or if the City is funding after school care for GORE's employees. Ms. Johnson stated that the City funds are used to keep the costs to the users low. If the FACTS program did not have the funding from the City the program would look very different as it would be a fee based service instead of what is provided today.

Councilmember Overton offered that he feels that there is room to grow the FACTS program. There are large employer sectors that are utilizing the services as well as other businesses and suggested soliciting the support of these groups as well for funding. Ms. Johnson stated that she is willing to look further into that however, it has been considered before and because Flagstaff is a smaller community the big companies get hit up all the time for funding. She also noted that they will continue to look for further grant opportunities to further fund the program.

Steve Conrad with the Boys and Girls Club of Flagstaff continued the presentation.

- ▶ BOYS AND GIRLS CLUB OF FLAGSTAFF
- ▶ HOW THE CLUB IMPACTS OUR MEMBERS
- ▶ MEMBERS
- ▶ FIVE CORE PROGRAM AREAS
- ▶ COMMUNITY PARTNERS
- ▶ FUNDING AND EXPENDITURES REQUEST FOR 2015 \$25,000
- ▶ THANK YOU FOR YOUR SUPPORT

Ruth Ellen Lipinski with Coconino Coalition for Children and Youth (CCC&Y) continued the presentation.

- ▶ COCONINO COALITION FOR CHILDREN & YOUTH
- ▶ RETURN ON INVESTMENT
- ▶ LEVERAGE
- ▶ WHY YOUR INVESTMENT MATTERS?
- ▶ IMPACT
- ▶ PARTNERSHIPS
- ▶ THANK YOU!!

Scott Harger with the Greater Flagstaff Forest Partnership continued the presentation.

- ▶ GREATER FLAGSTAFF FOREST PARTNERSHIP
- ▶ 2013 ANNUAL REPORT FY15 CONTRIBUTION REQUEST
- ▶ CURRENT ISSUES & ACTIVITIES
- ▶ ANNUAL WORK PLAN & BUDGET: FY15
- ▶ FUNDING LEVERAGE – CUMULATIVE
- ▶ THANK YOU! QUESTIONS?

A break was held from 8:50 p.m. through 9:00 p.m.

The following individuals spoke in favor of continued funding for the Coconino Humane Association:

- Kevin Hertell
- Susan Marue
- Pamela Tharp

The following individuals spoke in favor of continued funding for United Way:

- Mike Dunham
- Sybil Smith
- Tim Kinney
- Lavelle McCoy
- Stephanie Jefferson
- Frankie Madriol
- Maggie Carrillo
- Sky Felix
- Brady Brogni
- Thomas Gaughan
- Brian Webb

The following individuals spoke in favor of continued funding for the Sustainable and Economic Development Initiative:

- Al White
- Dave Williamson
- Armando Bernasconi
- James Wurgler
- Bret Carpenter
- Ron Hubert
- Justin Benedict

Julianne Hartzel addressed Council in support of continued funding for the Coconino Coalition of Children and Youth.

Frankie Madrid addressed Council in support of continued funding for the Weed and Seed program. He also read a statement on behalf of Kathryn Jim in support of continued funding for Victim Witness services.

Brad Garner addressed Council in support of continued funding of the non-profit organizations.

The following individuals submitted written comments in support of continued funding for the United Way:

- James Kennedy
- Kaitlyn Haskie
- Kim Musselman
- Missy Paulsed
- Sallie Kladnik

The following individuals submitted written comments in support of continued funding for the Sustainable and Economic Development Initiative:

- Patrick Pfeifer
- Jeronimo Vasquez
- Sheila Anders
- Pat Nelson
- Sallie Kladnik

The following individuals submitted written comments in support of continued funding for Northern Arizona Center Against Sexual Assault:

- Kim Musselman
- Sallie Kladnik

The following individuals submitted written comments in support of continued funding for Victim Witness:

- Kim Musselman
- Lorena Caballero
- Sallie Kladnik

The following individuals submitted written comments in support of continued funding for all partner agencies:

- Mary McKell
- Lisa Hardy
- Erin Kruse
- Geoffrey Barnard
- Joan Moore
- Kevin Ordean
- Lina Wallen

6. Review of Draft Agenda Items for the April 15, 2014, City Council Meeting.*

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

None

7. Public Participation

Luann Meek addressed Council encouraging them to work with the Board of Supervisors to exert pressure on the Forest Service to implement fire bans in the forests.

8. Informational Items To/From Mayor, Council, and City Manager; request for future agenda items

Councilmember Barotz requested a future agenda item for Earl Stewart with the Forest Service to give an update on what the Forest Service is planning to do this year with regards to forest closures and campfire bans. Mr. Burke offered that a wildfire update to Council is scheduled for May 13, 2014.

9. Adjournment

The Flagstaff City Council Work Session of April 8, 2014, adjourned at 10:01 p.m.

MAYOR

ATTEST:

CITY CLERK

REGULAR COUNCIL MEETING
TUESDAY, APRIL 15, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

1. CALL TO ORDER

Mayor Nabours called the Regular Meeting of the Flagstaff City Council of April 15, 2014, to order at 4:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

Present:

Absent:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The City Council and members of the audience recited the Pledge of Allegiance, and Mayor Nabours read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

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

- A. **Consideration and Approval of Minutes:** City Council Regular Meeting of March 18, 2014; the Special Meeting (Executive Session) of March 25, 2014; and the Regular Meeting of April 1, 2014.

Corrections were made to the minutes of the March 18, 2014, meeting to clarify that Councilmember Barotz left the meeting at 10:00 a.m. and therefore was not voting on issues after that time.

Councilmember Oravits moved to approve the minutes [City Council Regular Meeting of March 18, 2014; the Special Meeting (Executive Session) of March 25, 2014; and the Regular Meeting of April 1, 2014] as amended; seconded; passed unanimously.

5. **PUBLIC PARTICIPATION**

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

None

6. **PROCLAMATIONS AND RECOGNITIONS**

None

7. **APPOINTMENTS**

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

8. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** David Horne, "Milton Rd. Texaco", 1601 S. Milton Rd., Series 10 (beer and wine store), New License.

Mayor Nabours opened the public hearing; there being no public comment; Mayor Nabours closed the public hearing.

Councilmember Barotz asked if staff had received any written documentation from the Montessori School in the area. Ms. Saltsburg noted that the property was posted on March 18 at the location. The Montessori School was not notified directly; however, no protests were received.

Sergeant Matt Wright noted that ARS requires that in this series of license it be back 300 feet, building to building. It now also includes fences; however, there is a provision that provides reprieve to current licenses that are changing ownership.

Councilmember Oravits moved to forward the application to the State with a recommendation for approval; seconded; passed unanimously.

9. **CONSENT ITEMS**

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. **Consideration and Approval of Contract:** Rose St. 2010 Bond Improvements Project. ***(Contract for improvements on Rose St.)***

MOTION:

- 1) Approve the construction contract with RTR Paving and Resurfacing, LLC in the amount of \$1,403,358.00 including a \$75,500 contract allowance and a contract time of 140 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$132,785.00 (10% of contract amount, less allowance);
- 3) Authorize the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Contract:** Consultant Agreement: Development and Analysis of Operational Alternatives for the Milton Road Corridor ***(Grant funded)***

MOTION:

- 1) Approve the agreement with Kimley Horn & Associates, Inc. in the amount of \$99,972.12 with Federal Highway Administration and Federal Transit Administration funds passed-through from the Arizona Department of Transportation; and
- 2) Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract:** FUTS Arizona Trail, Route 66 to McMillan Mesa Project. ***(Approve construction contract with Tri-Com Corporation for construction of FUTS Arizona Trail, Route 66 to McMillan Mesa Project)***

MOTION:

- 1) Award the construction contract to Tri-Com Corporation of Tempe, Arizona in the total award amount of \$230,503.80, which includes \$25,000.00 in contract allowance. The contract period is 90 calendar days; and
- 2) Authorize Change Order Authority to the City Manager in the amount of \$20,500.00 (10% of the bid contract amount, less contract allowance) for unanticipated additional costs; and
- 3) Authorize the City Manager to execute the necessary documents.

Councilmember Overton moved to approve Items 9-B and 9-C; seconded; passed unanimously.

Councilmember Oravits declared a conflict of interest and left the dais.

Councilmember Woodson moved to approve Item 9-A; seconded; passed 6-0 with Councilmember Oravits abstaining.

10. **ROUTINE ITEMS**

- A. **Consideration of Ordinance No. 2014-09:** An ordinance prohibiting aggressive solicitation

Mayor Nabours moved to read Ordinance No. 2014-09 by title only for the final time; seconded; passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 6, POLICE REGULATIONS, CHAPTER, 1 GENERAL OFFENSES, DIVISION 1, BY ADDING A NEW SECTION 1 RELATING TO AGGRESSIVE SOLICITATION; PROVIDING FOR PENALTY, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Councilmember Brewster moved to adopt Ordinance No. 2014-09; seconded; passed unanimously.

- B. **Consideration and Approval of Street Closure(s):** Tenth Annual Route 66 Days Charity Car Show

Ms. Pavey reviewed the application.

Councilmember Barotz said that an issue came up last year with the engines being revved early in the morning, and asked if there was a way to keep that at a minimum. A representative of the Car Show said that they do ask them not to do that; however, some of the vehicles require that to keep them going. He said they would request it again this year.

Councilmember Woodson moved to approve the street closure at Aspen and Birch Avenues between Humphreys and San Francisco Streets on

September 6, 2014, from 6:00 a.m. - 6:00 p.m.; seconded; passed unanimously.

C. **Consideration and Approval of Street Closure(s):** Hopi Native Arts and Cultural Festival

Ms. Pavey briefly reviewed the application and introduced Ms. Talayumptewa of the Hopi Tribes Economic Development Corporation. Ms. Talayumptewa said that they really appreciated last year the Council giving them the opportunity to expand the market into a festival. The statistics showed an increase in the volume of visitors and they were able to help CPS with \$10,000. This year they will be contributing to domestic violence prevention. She said that it is an opportunity for artisans to thrive and it brings more people into Flagstaff.

Brief discussion was held on the placement of the booths. Ms. Talayumptewa said that they have removed some canopies and all tents in the street are open on all sides. She said that they had pictures from last year showing people going into the stores and they are inviting those businesses to host an artist or be a part of the festival.

Vice Mayor Evans said that she was at the event last year and thought it was well managed and run. It was definitely open with a good flow and she thought it was a great event for Flagstaff.

Mr. Burke said that he talked with five different businesses along the stretch and the layout seemed to work well last year.

Mayor Nabours asked if there had been any communication with the Downtown District. Ms. Pavey said that they have been running all applications through the District so they are aware of them. She said that they had requested that a different weekend be selected since this was Parents' Weekend at NAU, but there was not another weekend available.

Councilmember Brewster recommended that they contact someone with NAU to advertise on campus as well.

Vice Mayor Evans moved to approve the street closure at Aspen Ave between San Francisco Street and Leroux Street on September 27, 2014 at 6:00 a.m. through September 28, 2014 at 6:00 p.m.; seconded; passed unanimously.

RECESS

The Regular Meeting of the Flagstaff City Council held April 15, 2014, recessed at 4:28 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of the Flagstaff City Council held April 15, 2014, at 6:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. **ROLL CALL**

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

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

12. **PUBLIC PARTICIPATION**

The following individuals addressed the Council regarding the Arrowhead Mobile Home Park issue, requesting that Roxanna be permitted to represent them and that the item be placed on a future agenda for further discussion:

- Susan Ontiveros
- Emily Davalos
- Maya Sinas
- Wes Owens

Leslie Fox addressed the Council stating she was a high school teacher and her class is coordinating with the Earth Day event to provide a "Trashy Fashion Show."

Moran Henn, representing Friends of Flagstaff's Future, invited everyone to the Earth Day activities.

The following individuals spoke in favor of restricting open fires in the forest, and asked that the Council consider enacting a resolution to be sent to the USFS here and in Albuquerque, along with the state legislators:

- Mary Locke
- Cam McCauley

A written comment was received from Alexander Ballesteros in opposition to an ordinance addressing pan handling.

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

None

14. **PUBLIC HEARING ITEMS**

None

15. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2014-14:** A resolution approving the City of Flagstaff 2014/2015 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Housing Manager Sarah Darr began the presentation by commending Justyna Costa for assuming her new role with the department while still working on this prior project.

Ms. Darr addressed questions that had been raised from last week's meeting.

There were five agencies being recommended that also applied for United Way funds. Is it possible to reduce the City contracted amount with United Way and supplement the overlapping agencies instead with CDBG Funds?

The answer was no; supplanting is prohibited. HUD will not allow CDBG funds to be substituted for funds that were previously paid by the City or the State for that same program. CDBG funds are very restrictive and can only be used for the identified eligible projects serving only the eligible population while United Way funds are unrestricted as long as performance standards are met.

Agencies apply to CDBG and United Way for specific programs or activities, most often different programs or activities. CDBG limits apply to public service activities with a cap of 15%.

She then reviewed how much money they were talking about. She said that last year was an anomaly. It was the only time they had enough money to fund requests. This year there are significant differences between the agencies recommended and those not.

She reviewed the requests received for Public Service and Housing projects and the recommended agencies and amounts.

She then reviewed the timeline, noting that May 15, 2014 was the deadline for submitting to HUD.

Mayor Nabours asked how an entity knows to apply for this funding. Ms. Darr said that staff publishes a notice and they hold a public hearing where agencies receive information. It is not mandatory attendance. She said that they also offer technical assistance; they like to sit down with agencies to ensure the activity is eligible before a lot of time is spent on their part.

Mayor Nabours said that he was surprised at how few agencies applied for this funding. Ms. Darr said that in the past they have had more. As their pot has gone down, agencies are doing more assessment on their likelihood of being awarded.

She said that HUD likes to see housing activities. Their grant deadline falls in the grant season, so they are not the only ones collecting applications.

Mayor Nabours said that he noticed on the agenda for an upcoming NACOG meeting that they also address CDBG grants, and asked how their awarding of grants was different than the City's.

Ms. Darr said that the City of Flagstaff is an entitlement community. They receive funds from HUD because of their size. The rest of the state with populations of 55,000 or less has funding allocated through NACOG. Those are typically restricted to be spent outside of the entitlement areas, so there is no overlap.

Mayor Nabours said that the five agencies that would be funded, if approved, are also funded by United Way funds assisted with City money. He said that adding those up, of the \$600,000 in funding, \$300,000 will go to those agencies and the balance goes to the City for various things. Ms. Darr said that they are recommending continuing the funding of the Owner Occupied Housing project, and queuing from the Council last year they have an allocation to finish the Arroya Park project. Additionally, they include a percentage to ensure to that these are administered compliantly.

Councilmember Barotz moved to read Resolution No. 2014-14 by title only; seconded; passed unanimously.

A RESOLUTION APPROVING THE CITY OF FLAGSTAFF 2014/2015 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Councilmember Brewster moved to adopt Resolution No. 2014-14; seconded; passed unanimously.

- B. **Consideration and Approval of Preliminary Plat:** Request from Mogollon Engineering and Surveying Inc., on behalf of True Life Communities PCAZ, for the subdivision of approximately 8.06 acres into 36 single-family residential townhome lots located at 3002 S. Clubhouse Circle, within the R1, Single-Family Residential Zone.

Planning Development Manager Tiffany Antol reviewed the Subdivision Review Process in general and then reviewed this application through a PowerPoint presentation which addressed:

- WHITE PINES TOWNHOMES AT PINE CANYON
- PRELIMINARY PLAT – NEW PARCELS

She said that the project started as a condominium project, with all infrastructure in place, but it has now been made into a townhouse project.

- SITE PLAN WITH BUILDING FOOTPRINTS
- ELEVATIONS
- NATURAL RESOURCE PROTECTION
- SYSTEMS ANALYSIS

Ms. Antol said that the Planning and Zoning Commission unanimously recommended approval of the project with no conditions.

Councilmember Barotz moved to approve the preliminary plat as recommended unanimously by the Planning and Zoning Commission; seconded; passed unanimously.

- C. **Consideration and Approval of Preliminary Plat:** for Fountain Head United, LLC for Camryn Pines subdivision, a one-hundred and twenty-three lot, single-family, detached residential subdivision. The site is 59.1 acres in size and is located at 4501 South Beulah Boulevard. The site is zoned R1, Single-Family Residential zone.

Current Planner Neil Gullickson briefly reviewed the preliminary plat for Camryn Pines, noting that it was located south of Fort Tuthill. The Planning and Zoning Commission also unanimously recommended approval of this project.

Councilmember Oravits moved to approve the preliminary plat as recommended by the Planning and Zoning Commission; seconded; passed unanimously.

16. **DISCUSSION ITEMS**

- A. **Discussion:** Direction to Staff regarding the Fourth Street Corridor Master Plan

Community Design and Redevelopment Manager Karl Eberhard briefly reviewed the presentation made to Council on January 23, 2014, which addressed:

- Context for Budget Discussion
- Recommended Future Council Discussion
- Project History
- Public Outreach
- Consultant's Scope of Work
- Consultant's Recommendation
- Conclusion: Policy Discussion Required

- Question: Funding
- Policy Discussion Required
- Immediate Safety Concerns
- Phasing / Smaller Project Possibilities
- Portions of Master Plan Not Related to Policy Question

He then reviewed the graphic which addressed Council's direction at that meeting:

- 1) Move forward with pedestrian-activated crossings
- 2) Move forward with realignment of 6th/7th and Cedar/Lockett
- 3) Look at median – enhanced, not raised
- 4) Sidewalk improvements south of 7th

Mayor Nabours asked what staff has done since that meeting. Mr. Eberhard said that they have not done much. They have had some outreach with Northern Arizona Builders Association and have started to look at crossings.

Mayor Nabours said that he did not recall any direction to staff to narrow or eliminate any traffic lanes. Mr. Eberhard said that was correct.

Mayor Nabours said that the sketches done in the Plan showed a narrowing of traffic lanes. Mr. Eberhard said that is what the consultant had proposed; however, Council gave no such direction to staff to eliminate or narrow any lanes.

Mayor Nabours asked if Council had given mixed directions to staff by saying they did not want to eliminate any traffic lanes south of 6th and then giving no direction north of 6th. Mr. Eberhard said that they did not. His understanding was that they were looking at crossings and median enhancement.

Mayor Nabours asked if staff was doing anything about realigning 6th and 7th Avenues. Mr. Eberhard said that based on direction, they would start negotiations with property owners, who had previously mentioned an interest.

Councilmember Oravits said that the sketch shows that the Shell station would be involved in such realignment. He said that there were members of the Beamer family at the meeting and asked if they would like to address the issue.

Mr. Eberhard explained that when the plan was presented at outreach meetings, Mr. Beamer was at those meetings and when it indicated that it would go through his property his response was, "make me an offer." He has not talked with Mr. Beamer since that January Council discussion.

Mr. Eberhard noted that they heard from the business owners that they did not want raised medians, so the project proposed enhanced medians which would remain as a shared turn lane, but aesthetically pleasing and help with traffic calming.

Councilmember Woodson asked how they could get the lane diet issue off the table, to give the residents an idea of what Fourth is going to look like sooner

rather than later. Councilmember Oravits agreed; they should resolve the issue now so people are not waiting to find out the outcome.

Mayor Nabours asked if there had been any design for sidewalks on the east side of the south half. Mr. Eberhard said that they have not worked on the project since January. There is a right-of-way issue with some parcels two feet behind the curb.

Adrienne Anecchini, representing the *Go Fourth!* Members, read a statement which addressed the residents' concerns with the proposed lane diet and asked that it be resolved this evening. She said that they have formed a multipurpose group consisting of residents and business owners whose initial purpose is to provide Council and City staff a single contact point for the group. She said that they look forward to working with the City in the future.

Mr. Beamer, owner of the Shell Station located on Fourth Street, addressed the Council, noting that he has been a citizen of Flagstaff for over 80 years. In 1965 he purchased the lot where the Shell station is located and in 1967 he built a self-serve station and has been in business since then. At that time there was a strip of asphalt going up Fourth Street with a big ditch for water runoff, and his family gave that property to the County for that improvement. It has been their primary business since 1967. He has three sons in business with him and it, along with other entities, are supporting four families in the City.

Vice Mayor Evans said that she apologized for moving forward with that idea, but she was at two different meetings in which he attended, and the alignment map was shown. At those meetings he made the comment, "make me an offer," which had implied to staff that he would consider the sale of that property. Mr. Beamer said that he was joking when he made that statement.

Vice Mayor Evans said that she was excited to see the group at the meeting this evening. She has been looking at the issue for over 20 years and has had the opportunity to speak with neighborhoods. She said that groups have gotten together and then go away, and she was happy to see them and she hoped they would remain active.

Vice Mayor Evans said that she knew there was an active resident organization that has been active for 40 years, and there was also a group out of North Country Health Care and Lower Greenlaw. She is hoping as they talk that all of the groups will get together.

Jay Heath said that the intent of this group was exactly that. He said that he wanted to point out that they were not a business group; they were all inclusive and they are encouraging membership from all different areas including Continental and Foxglenn.

He said that he lived at the top of Fourth Street and when they built the Catholic Church on the hill they had many dump trucks going up and over the hill. Now he is seeing USFS trucks going up Fourth Street. If the road is narrowed they will go to Patterson.

Bill McCullough, representing the Greater Flagstaff Chamber of Commerce Economic Development Committee, said that "tax day" was an appropriate day to have their time to weigh in. Citizen participation has been requested and Council and Traffic Commission meetings and a proposed expenditure of over \$17 million in today's environment seems worthy of a broader discussion. He asked Council to consider involving business owners, residents, and commuters to have input. He asked staff to update and simplify, or eliminate, the more expensive portions of the plan and they offered assistance.

Mayor Nabours said that it was only fair to the public and staff to give them some idea of what they have in mind, and give them some direction. Councilmember Barotz said that she would never entertain a proposal for condemnation, and had she known Mr. Beamer was not interested in selling the Shell station it would not be part of the plan. She suggested that it be taken off the table. Councilmember Brewster said that she agreed that there should be no lane narrowing either.

All Councilmembers echoed their support for taking off the Shell station from consideration and not narrowing lanes.

Vice Mayor Evans said that there have been a lot of rumors and this was the time to clear the air. She would like to see whatever is decided typed up and delivered to all the businesses on Fourth Street. She said that one of the reasons they waited before was because they thought the Fourth Street business owners were going to form a District, but they thought they were going to have to pay for the plan, so it did not occur.

After further comments, Mayor Nabours recapped the following direction:

- 1) Council was not interested in reducing travel lanes anywhere on Fourth Street;
- 2) Council was not interested in eliminating left turn lanes
- 3) Council is interested in providing pedestrian crosswalks
- 4) Council is interested in resolving the 6th/7th intersection with minimum impact on property owners.

Mayor Nabours said that he believed the first priority was crosswalks, and something they could do soon. Mr. Burke noted that if they put four crosswalks in there they will have other impacts. Those are the types of things that need to be taken through a traffic engineer. He said that they also talked about experimenting with crosswalks as to how good they worked. He suggested that they work on something and bring it back to be voted on in the future.

Vice Mayor Evans suggested that they eliminate the picture of the Study and prepare one that illustrates what they are doing. Mr. Burke said that they can paint a clear picture on the south side to 6th and remove the 6th/7th intersection. He does not know that they have a clear definition for the north other than the lane diet will not change. With regard to pedestrians, bicycles, beautification he heard that they would take that back and talk with the stakeholders. At this point that is a portion of the zone that is not clarified. Staff was directed to include looking at the Lockett/Cedar intersection.

A break was taken from 7:41 p.m. to 7:55 p.m.

B. **Discussion:** Possible amendments to Division 10-20.50 (Sign Regulations) of the Flagstaff Zoning Code.

Mr. Eastman said that on November 1, 2011, the Council, by unanimous vote, adopted the new Flagstaff Zoning Code. With a document as complex as the Zoning Code, and despite staff's best efforts and attention to detail, it was realized that some standards or issues would be incomplete or incorrect. Over the past two years, City planning staff, as well as staff that work with the Zoning Code on a regular basis (i.e. from the engineering, traffic, stormwater, housing or legal sections/divisions), have documented sections of the Code where possible amendments would be required.

He said that late last year Council adopted revisions to Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) as well as to Section 10-50.100.080.E of the Sign Regulations to allow for a sign for the Flagstaff Mall and Marketplace.

In a work session on March 11, 2014, Council directed staff to proceed with needed amendments to the Sign Regulations (Division 10-50.100 of the Zoning Code) as soon as possible with work on all other amendments to follow later in the year. It was also agreed that Council would submit their primary concerns and issues with the Sign Regulations to staff by the end of March for inclusion in the staff summary for the April 15th meeting.

He said that two policy decisions are needed with regard to temporary signs and permanent signs. He showed a brief PowerPoint presentation, and stated that there is a need for balance between too much restriction and not enough.

Mike Sistak, representing the Chamber of Commerce, addressed the Council noting that the Chamber had recently done a quick survey on the Sign Code and he shared those results with the Council. He agreed that there needs to be a balance of both sides.

Ed Goodwin, owner of a sign company, agreed that there needs to be a balance, and asked that they carefully consider the restrictions as they have an effect on his business. He said that the most eye-opening issue in his business is the cost of a temporary sign at \$45, but the required permit costing over \$200.

Mayor Nabours asked Mr. Goodwin if he has figured out the Sign Code. Mr. Goodwin said that some things are very ambiguous; it is complicated.

Annette Kershner, who works for Russ Lyon Realty who represents Miramonte Homes, shared with the Council some issues she has dealt with. She said that they have put out Open House signs that continue to be picked up so she came down and met with City staff to ask what they were doing wrong, and they explained some things.

She said that for her, to sit down and understand the Code, it is difficult. She said that they place their Open House signs in a professional, safe area but they continue to be picked up. She said that it was not just her; they have over 300 agents trying to help the community sell their homes. What they have right now is too complicated and less legislation on signs is important. She was told that open house signs can be put up within the subdivision, but not on a major arterial.

Councilmember Barotz asked staff if any kind of sign would be permitted on a major thoroughfare. Mr. Eastman said that they are restricted under today's rules, and code compliance usually ignores them. He was suggesting within the amendments to allow them.

Mr. Eastman recommended that they begin review of the list of Council submitted proposed changes.

1. Continue to respect our dark sky ordinance. (Woodson)

Council agreed this was an obvious statement.

2. Permanent Signs: Include a provision that sets criteria for off-premises signs for properties that do not have frontage on a major road, such as an arterial like Route 66 or John Wesley Powell Blvd. (Nabours); and

3. Allow for off-premise signs. (Woodson)

Discussion was held on this issue. It was noted that Council had previously discussed this issue for nonprofits and staff was directed to find three or four locations around the City to place such signs, which has been working.

After brief discussion, Council agreed to put this issue (off-premise signs) on the back burner.

4. Window Signs: Delete the permit requirement for any sign inside a business or on the inside surface of a window. (Nabours)

Mr. Eastman explained that the current code is unnecessarily complicated. Some councilmembers suggested that window sign permits not be required. Mr. Eastman said that one of the things they have talked about is a scalable sign fee. Discussion was held on whether a sign not attached to the window is a sign. Mayor Nabours said that he had great respect for Mr. Eastman and the Code Enforcement officers in their flexibilities, but the Code should be readable and understandable.

5. Sign placement on commercial buildings. (Oravits)

Mr. Eastman explained the issue related to 25% of the wall versus 25% of the window. All agreed to amend this to be 25% of the window.

A break was held from 8:59 p.m. to 9:12 p.m.

C. **Discussion:** Proposed Development Fees for Public Safety (***Impact fees for public safety***)

Planning Director Dan Folke reviewed the spreadsheets with alternative calculations that had been prepared following the last Council meeting. He said that they no longer have a single-family dwelling separated by bedroom size.

Mayor Nabours asked if the debt service reflected on the chart were existing debts that a new property owner is going to be paying in their secondary property tax. Ms. Goodrich said that was correct; however, if they adopted the impact for that service, it would be paid for by the impact fee rather than the secondary property tax.

Jeff Knorr, Flagstaff, said that when he previously talked about infill he was talking more about infill lots. Subdivisions that already had a development agreement may have paid their fair share at the stage when it was written.

Mayor Nabours asked if the debt service would apply to infill lots. Mr. Folke replied that there were not exemptions in spite of the fact that they may have contributed in some way previously.

Jim McCarthy, Flagstaff, said that there has been a lot of talk about impact fees, but it is a simple issue. Someone is going to pay the costs. The question is whether it should be paid for the people making the need (new development) or by existing taxpayers. He said that he believes in the concept of impact fees. He said that he liked the idea of basing the fee on the size of the home, to assist with affordable housing.

Councilmember Oravits thanked staff for coming back with some options. He thought that the blended single-family was equitable. He believed that the community has signed up for debt service and he felt more comfortable knowing they have separated that out.

Mr. Burke said that they were hoping to get direction of which plan because they have to draft it for the May meeting. Mr. Folke added that they also still need to finalize the report from Tischler Bise because it is still considered a draft at this point. If they select one of these programs, that is what they will put into the plan.

Mayor Nabours suggested that they give direction to move forward with no debt service.

Councilmember Woodson said that if he was reading these correctly it actually lowers the fee and he is not in favor of that.

Margrit Novack, Flagstaff, said that if the developers were not paying, then everyone would be paying. Development should pay for itself.

It was noted that these are required to be reviewed every five years; however, they can do it earlier than that if they chose to do so.

After further discussion there was a consensus of Councilmembers directing staff to move forward with the no debt column.

17. **POSSIBLE FUTURE AGENDA ITEMS**

Verbal comments from the public on any item under this section must be given during Public Participation near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None

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

Vice Mayor Evans voiced concern with regard to Public Participation and the comment process. She believed they had established rules, but it appeared that some people are timed while others are not; some can have PowerPoints, others cannot.

Ms. D'Andrea said that they will be reviewing the Rules of Procedure at the upcoming Budget Retreat. She said that right now they have a three-minute rule, with some discretion of the Chairman. Mr. Burke said that in defining the rule, they also need a defining mechanism for enforcing the rule.

Brief discussion was held on the earlier discussion during the Sign Code presentation. Mayor Nabours noted that he had asked the Chamber to give a presentation on their recent survey. Vice Mayor Evans said that as a Councilmember, it would have been best to have that information ahead of time.

Mayor Nabours reported that a recent article in the Arizona Republic was talking about how Tucson was losing ground with their Dark Sky Ordinance, while Flagstaff was pointed out as being the best in the country.

Mayor Nabours also reminded everyone that there was no meeting next Tuesday, but they would have the Budget Retreat next Wednesday through Friday.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held April 15, 2014, adjourned at 9:55 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
 SS)
County of Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held April 15, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 6th day of May, 2014.

CITY CLERK

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration of Appointments: Disability Awareness Commission.

RECOMMENDED ACTION:

Make four appointments to terms expiring March 2017.

Policy Decision or Reason for Action:

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

Kathryn Chandler (current member)
James Dazhoni (new applicant)
Debra Gale (current member)
Christina Leland (new applicant)
James Martinez (current member)
Russell Randall (current member)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

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

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

Background/History:

The Disability Awareness Commission consists of nine citizens serving three year terms. There are currently four vacant seats available.

This commission's goals are to expand educational opportunities; improve access to housing, buildings, and transportation; have greater participation in recreational, social, and cultural activities; encourage greater opportunity for employment; and expand and strengthen rehabilitative programs and facilities.

Key Considerations:

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

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

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

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies through word of mouth in addition to the posting on the City's website.

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM: Councilmember Oravits and Mayor Nabours.

Attachments:

DAC Roster

DAC Authority

DAC Applicant Roster

DAC Applications



City of Flagstaff, AZ

DISABILITY AWARENESS COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Barrett, Kathryn S.</u> Occupational Therapist/Flagstaff Medical Center 1926 Meadow Lark Drive Flagstaff, AZ 86001 Cell Phone: 928-890-7665 Term: 4th (1st-2/05-3/06, 2nd 3/06-3/09; 3rd 3/09-3/12)	10/16/2012	03/15	03/15/2006
<u>Chandler, Kathryn</u> CHAIRMAN Paratransit Program Manager/NAIPTA 3924 E. Thrush Lane Flagstaff, AZ 86004 Cell Phone: 928-607-9467 Term: (1st 3/11 - 3/14)	03/14/2011	03/14	02/16/2012
<u>Gale, Debra</u> Direct Service Provided/Habilitation/ABRiO Family Services 1401 North 4th St. # 248 Flagstaff, AZ 86004 Cell Phone: 928-853-4730 Term: (1st 3/11 - 3/14)	03/14/2011	03/14	03/12/2013
<u>Martinez, James</u> Customer Service Rep/DES/DDD 4801 E. Snowshoe Way Flagstaff, AZ 86004 Work Phone: 928-773-4957 Term: (1st 5/13 - 3/14)	05/07/2013	03/14	No



City of Flagstaff, AZ

<u>McGinlay, Liz</u>	12/18/2012	03/16	No
VP Mission Advancement/Goodwill of Northern Arizona 5024 S. Topaz Rd Flagstaff, AZ 86001 Cell Phone: 928-699-0340 Term: (1st 12/12-3/16)			
<u>Pfeil, Alida</u>	12/18/2012	03/16	03/12/2013
Residential Director/Quality Connections 2500 N. Center St. #2 Flagstaff, AZ 86004 Cell Phone: 928-607-1511 Term: (1st 12/12-3/16)			
<u>Randall, Russell</u>	12/18/2012	03/14	03/12/2013
Transition Facilitator/Flagstaff Unified School District 1199 W. Coy Dr. Flagstaff, AZ 86001 Cell Phone: 928-607-8410 Term: (1st 12/12 - 3/14)			
<u>Tuck, Jim</u>	10/16/2012	03/15	10/20/2011
Retired 2829 N. Fremont Blvd. Flagstaff, AZ 86001 Home Phone: 928-773-9194 Term: (1st 3/07-3/09; 2nd 3/09-3/12; 3rd 3/12 - 3/15)			
<u>Verfuerrth, Kaitlyn</u>	05/07/2013	03/16	No
Owner/BTO Yogurt 1145 N. Flowing Springs Trail Flagstaff, AZ 86004 Cell Phone: 619-985-2793 Term: (1st 5/13-3/16)			

Staff Representative: **Denise Thompson**

As Of: **April 23, 2014**

CHAPTER 2-18
COMMISSION ON DISABILITY AWARENESS

SECTIONS:

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

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

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

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

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

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

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

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

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

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

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

SECTION 2-18-001-0003 ORGANIZATION:

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

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

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



City of Flagstaff, AZ

DISABILITY AWARENESS COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Chandler, Kathryn</u> CHAIRMAN Mobility Manager/NAIPTA 3924 E. Thrush Lane Flagstaff, AZ 86004 Cell Phone: 928-607-9467 Term: (1st 3/11 - 3/14)		03/14	02/16/2012
<u>Dazhoni, James</u> Employment Specialist/Goodwill Industries Norther Arizona 2110 N. East St. Apt. C Flagstaff, AZ 86004 Cell Phone: 928-225-5697			No
<u>Gale, Debra</u> Coordinator/ResCare 1401 North 4th St. # 248 Flagstaff, AZ 86004 Cell Phone: 928-853-4730 Term: (1st 3/11 - 3/14)		03/14	03/12/2013
<u>Leland, Christina</u> Handicap Facilitator 2532 N. Fourth St. #154 Flagstaff, AZ 86004 Cell Phone: 928-707-3114			No
<u>Martinez, James</u> Customer Service Rep/DES/DDD 4801 E. Snowshoe Way Flagstaff, AZ 86004 Work Phone: 928-773-4957 Term: (1st 5/13 - 3/14)		03/14	No



City of Flagstaff, AZ

Randall, Russell

03/14

03/12/2013

Transition Facilitator/Flagstaff Unified School
District
1199 W. Coy Dr.
Flagstaff, AZ 86001
Cell Phone: 928-607-8410
Term: (1st 12/12 - 3/14)

Staff Representative: Denise Thompson

As Of: April 23, 2014

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

RECEIVED

MAR 25 2014

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

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

DATE: 3-24-2014

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

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

YOUR NAME: Kathryn Chandler HOME PHONE: 928-607-9467

HOME ADDRESS: 3904 E. Thrush Ln. ZIP: 86004

MAILING ADDRESS (If Different from Above): Same

EMPLOYER: NA I PTA JOB TITLE: Mobility Manager

BUS. PHONE: 928-679-8904 CELL: 928-607-9467 E-MAIL: kchandler@naipta.az.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.

Have been on this commission for one term - love the work we do.

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

Love the work we do and would love to continue.

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



Applicant Signature

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

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

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

RECEIVED

MAR 25 2014

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

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

DATE: 3-25-14

BOARD/COMMISSION YOU WISH TO SERVE ON:

Disability Awareness Commission

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

member

YOUR NAME:

Debra Gale

HOME PHONE:

928 853 4730

HOME ADDRESS:

1401 N. 4th St. #117 Flag

ZIP:

86004

MAILING ADDRESS (If Different from Above):

Same

EMPLOYER:

Res Care; Coordinator

JOB TITLE:

Customer Service

BUS. PHONE:

556-0195

CELL:

928 853 4730

E-MAIL:

ANN34me@yahoo

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.

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

further my commitments to commission

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

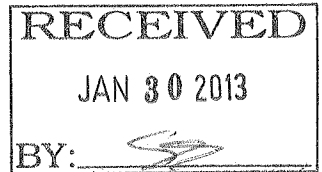
Applicant Signature

Debra A. Gale

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

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, January 30, 2013 12:59 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application



If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

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.

Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:* 1/30/2013
Board/Commission you wish to serve on:* Commission on Disability Awareness
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Dazhoni James	Home Phone:*	9282255697
Home Address:*	2110 N. East St. Apt. C Flagstaff, AZ	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	Goodwill Industries Northern Arizona	Job Title:*	Employment Specialist
Business Phone:	9285269188	Cell:	9282255697
E-mail:*	dazhoni.james@goodwillna.org		
Indicate preferred telephone:*	() Home () Work	(X) Cell	

Background Information

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

My experience and interest are applicable to this commission through the following: high knowledge of assisting individuals with disabilities to secure, enter and maintain employment, passion for promoting the lives of others, genuine desire to increase awareness and collaborate with others to actively fulfill the requirements of this board. I have worked passionately with Goodwill Industries of Northern Arizona as an employment specialist for 4.5 years. My role as an employment specialist requires a high level of expertise in strengthening and improving the lives of individuals with disabilities through expanding employment opportunities and addressing barriers in the workplace. Additionally, I work with employers to promote disability awareness in the workplace, discuss ADA (Americans with Disabilities) rights and work accommodations to ensure on the job success. Through my personal life experiences I have developed a lifelong passion for changing lives including individuals with disabilities. Being a member of the Navajo Nation and working through many barriers including alcoholism, domestic violence, high unemployment, poverty and minimal access to services for individuals with disabilities has sparked a lifelong passion to possess a solution focused attitude to changing lives through knowledge, awareness and advocacy. As a member of this commission I will collaborate with others, focus on creating more opportunities in employment and provide ongoing feedback and solutions to barriers that individuals with disabilities face including employment, access to programs, housing and other important initiatives.

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

I desire to serve on this commission so I may collaborate with others from the Flagstaff community to creatively and innovatively increase the knowledge of individuals with disabilities, expand educational opportunities, participate in expanding employment; and strengthen rehabilitation programs. While serving on the board, I will bind my professional and personal experience to change lives through my service and creating awareness. I have seen this commission impact the Flagstaff community and want to be a part of the 'movement'. It has become my goal to help

others overcome barriers by identifying proactive solutions, establishing goals and an active plan to address each situation. Again, I wish to serve on this board to continue to strengthen the goals of the commission, to offer feedback and solutions to barriers, and to be an advocate for those in the Flagstaff community and beyond.

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

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 1/30/2013

Board/Commission you wish to serve on:: Commission on Disability Awareness

If applicable, type of seat for which you are qualified::

Name:: Dazhoni James

Home Phone:: 9282255697

Home Address:: 2110 N. East St. Apt. C Flagstaff, AZ

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Goodwill Industries Northern Arizona

Job Title:: Employment Specialist

Business Phone:: 9285269188

Cell:: 9282255697

E-mail:: dazhoni.james@goodwillna.org

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: My experience and interest are applicable to this commission through the following: high knowledge of assisting individuals with disabilities to secure, enter and maintain employment, passion for promoting the lives of others, genuine desire to increase awareness and collaborate with others to actively fulfill the requirements of this board.

I have worked passionately with Goodwill Industries of Northern Arizona as an employment specialist for 4.5 years. My role as an employment specialist requires a high level of expertise in strengthening and improving the lives of individuals with disabilities through expanding employment opportunities and addressing barriers in the workplace. Additionally, I work with employers to promote disability awareness in the workplace, discuss ADA (Americans with Disabilities) rights and work accommodations to ensure on the job success.

Through my personal life experiences I have developed a lifelong passion for changing lives including individuals with disabilities. Being a member of the Navajo Nation and working through many barriers including alcoholism, domestic violence, high unemployment, poverty and minimal access to services for individuals with disabilities has sparked a lifelong passion to possess a solution focused attitude to changing lives through knowledge, awareness and advocacy.

As a member of this commission I will collaborate with others, focus on creating more opportunities in employment and provide ongoing feedback and solutions to barriers that individuals with disabilities face including employment, access to programs, housing and other important initiatives.

Why do you want to serve on the board or commission you listed?: I desire to serve on this commission so I may collaborate with others from the Flagstaff community to creatively and innovatively increase the knowledge of individuals with disabilities, expand educational opportunities, participate in expanding employment; and strengthen rehabilitation programs.

While serving on the board, I will bind my professional and personal experience to change lives through my service and creating awareness. I have seen this commission impact the Flagstaff community and want to be a part of the 'movement'. It has become my goal to help others overcome barriers by identifying proactive solutions, establishing goals and an active plan to address each situation.

Again, I wish to serve on this board to continue to strengthen the goals of the commission, to offer feedback and solutions to barriers, and to be an advocate for those in the Flagstaff community and beyond.

Additional Information:

Form submitted on: 1/30/2013 12:59:10 PM

Submitted from IP Address: 206.80.216.98

Referrer Page: <http://www.flagstaff.az.gov/index.aspx?NID=1883>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, March 25, 2014 2:42 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

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.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 03/25/2014
Board/Commission you wish to serve on:* Disability Awareness Commission
If applicable, type of seat for which you are qualified: Member

Your Information

Name:* Christina M. Leland Home Phone:* 928-707-3114
Home Address:* 1580 E. Rt. 66, Flagstaff, AZ. Zip:* 86001
Mailing Address (If different from above): 2532 N. Fourth St. # 154, Flagstaff
Employer:* Disabled Job Title:* Handicap Facilitator
Business Phone: N/A Cell: 928-707-3114
E-mail:* handicap.facilitator@gmail.com
Indicate preferred telephone:*
() Home (X) Cell
() Work

Background Information

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

I am a City of Flagstaff resident. I am an active volunteer in community safety. I have dedicated my life to assisting others and striving to make our community a better place. I am a state & Federal certificated instructor and have authored two books; one on Public Safety and another on Handicap safety and I actively teach others.

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

As a mobility impaired person, I have developed a keen insight into handicap and disability related issues and concerns. I want to help make a positive difference and serve on the Disability Awareness Commission to further my service to the community. I sincerely believe that I would be a ideal candidate for this position and would serve the City of Flagstaff to the best of my ability.

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

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 03/25/2014

Board/Commission you wish to serve on:: Disability Awareness Commission

If applicable, type of seat for which you are qualified:: Member

Name:: Christina M. Leland

Home Phone:: 928-707-3114

Home Address:: 1580 E. Rt. 66, Flagstaff, AZ.

Zip:: 86001

Mailing Address (If different from above):: 2532 N. Fourth St. # 154, Flagstaff

Employer:: Disabled

Job Title:: Handicap Facilitator

Business Phone:: N/A

Cell:: 928-707-3114

E-mail:: handicap.facilitator@gmail.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am a City of Flagstaff resident. I am an active volunteer in community safety. I have dedicated my life to assisting others and striving to make our community a better place. I am a state & Federal certificated instructor and have authored two books; one on Public Safety and another on Handicap safety and I actively teach others.

Why do you want to serve on the board or commission you listed?: As a mobility impaired person, I have developed a keen insight into handicap and disability related issues and concerns. I want to help make a positive difference and serve on the Disability Awareness Commission to further my service to the community. I sincerely believe that I would be a ideal candidate for this position and would serve the City of Flagstaff to the best of my ability.

Additional Information:

Form submitted on: 3/25/2014 2:42:07 PM

Submitted from IP Address: 75.226.15.242

Referrer Page: <http://az-flagstaff3.civicplus.com/index.aspx?nid=994>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, April 02, 2014 2:21 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

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.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 04/02/2014
Board/Commission you wish to serve on:* Disability Awareness Commission
If applicable, type of seat for which you are qualified: Board Member

Your Information

Name:*	James D Martinez	Home Phone:*	(928) 526-8885
Home Address:*	4801 E Snowshoe Way, Flagstaff, AZ	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	DES/DDD	Job Title:*	Customer Service Representative
Business Phone:	(928) 773-4957	Cell:	(928) 699-0532
E-mail:*	jdmartinez@azdes.gov		
Indicate preferred telephone:*	<input type="radio"/> Home <input checked="" type="radio"/> Work		<input type="radio"/> Cell

Background Information

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

I was born and raised in Flagstaff, Arizona and have lived my life with Cerebral Palsy. I have dedicated my life and work to advocating for people with disabilities. My work experience includes Northern Arizona University, Coconino County Community Services, NAIPTA, Quality Connections and the Division of Developmental Disabilities.

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

I am currently serving as a board member on the Disability Awareness Commission and my one year term is complete. I would like to submit my application for consideration of a three year term on the Disability Awareness Commission.

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

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 04/02/2014

Board/Commission you wish to serve on:: Disability Awareness Commission

If applicable, type of seat for which you are qualified:: Board Member

Name:: James D Martinez

Home Phone:: (928) 526-8885

Home Address:: 4801 E Snowshoe Way, Flagstaff, AZ

Zip:: 86004

Mailing Address (If different from above)::

Employer:: DES/DDD

Job Title:: Customer Service Representative

Business Phone:: (928) 773-4957

Cell:: (928) 699-0532

E-mail:: jdmartinez@azdes.gov

Indicate preferred telephone:: Work

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I was born and raised in Flagstaff, Arizona and have lived my life with Cerebral Palsy. I have dedicated my life and work to advocating for people with disabilities. My work experience includes Northern Arizona University, Coconino County Community Services, NAIPTA, Quality Connections and the Division of Developmental Disabilities.

Why do you want to serve on the board or commission you listed?: I am currently serving as a board member on the Disability Awareness Commission and my one year term is complete. I would like to submit my application for consideration of a three year term on the Disability Awareness Commission.

Additional Information:

Form submitted on: 4/2/2014 2:20:49 PM

Submitted from IP Address: 207.108.136.254

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

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

RECEIVED

MAR 25 2014

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

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

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

DATE: 3/25/14

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

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

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

HOME ADDRESS: 1199 W. Coy Drive Flagstaff AZ ZIP: 86005

MAILING ADDRESS (If Different from Above): Same

EMPLOYER: Flagstaff USD JOB TITLE: Transition Facilitator

BUS. PHONE: 928-773-8200 CELL: 928-607-8410 E-MAIL: rrandall@fUSD1.org

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☐ WORK ☒ CELL

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

I have provided direct service to people with disabilities for over 30 years through my work with Flagstaff USD, Special Olympics, Arizona State Training Program, etc. I also chair the Flagstaff Community Transition Team which advocates for folks with disabilities.

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

I actively advocate and work for the self determination of all people with disabilities. My continued membership, involvement with the DAC would support this.

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

[Signature]
Applicant Signature

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration of Appointments: Library Board.

RECOMMENDED ACTION:

Make one (1) appointment to term expiring November 2016.

Policy Decision or Reason for Action:

By making the above appointments, the Library Board will be at a near full membership and will be able to continue meeting on a regular basis. There is one applications on file for:

Jean Cray (current member)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint one board member: By appointing member at this time, the Library Board will be at near full membership, allowing the board to continue meeting and provide recommendations to the City Council.

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

Background/History:

The Library Board consists of seven members serving three-year terms; two County representatives, four Council-appointed members, and one voting Councilmember. There is currently one City citizen seat available.

The Library Board serves as a citizen's advisory board to the Library Director.

Key Considerations:

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

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

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

Community Involvement:

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

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM: Councilmember Woodson and Councilmember Overton.

Attachments: [Library Board Roster](#)
 [Library Board Authority - Resolution 1050](#)
 [Library Board Authority - IGA](#)
 [Library Board Applicant Roster](#)
 [Library Board Applications](#)



City of Flagstaff, AZ

LIBRARY BOARD MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Brewster, Karla</u> CITY REPRESENTATIVE (Non Voting) Councilmember/City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001		Indefinite	No
<u>Cray, Jean</u> CITY RESIDENT Associate Faculty/Coconino Community College 4710 E. Oriole Lane Flagstaff, AZ 86004 Home Phone: 928-522-0328 Term: (1st 5/09-11/10; 2nd 11/10-11/13)	03/01/2011	11/13	12/03/2009
<u>Fowler, Lena</u> COUNTY REPRESENTATIVE (Non Voting) Board of Supervisors/Coconino County 219 E. Cherry Avenue Flagstaff, AZ 86001 Work Phone: 928-679-7151		Indefinite	No
<u>Garrison, Ruth</u> CITY RESIDENT Artist/Self Employed 2441 W. Blue Willow Rd. Flagstaff, AZ 86004 Home Phone: 928-774-8641 Term: (1st 4/10-11/12; 2nd 11/12-11/15)	02/19/2013	11/15	02/16/2012



City of Flagstaff, AZ

<u>Parkes, Joanne</u>	02/19/2013	11/14	03/18/2010
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CITY RESIDENT

Director, Children's Health Ctr./Flagstaff
Medical Center

1738 W. University Hts. S.

Flagstaff, AZ 86001

Cell Phone: 928-699-3209

Term: (1st 5/09-11/11; 2nd 11/11 - 11/14)

<u>Taylor, Joyce, Chairman</u>	02/19/2013	11/14	12/03/2009
---------------------------------------	-------------------	--------------	-------------------

CITY RESIDENT

4707 E. Oriole Lane

Flagstaff, AZ 86004

Home Phone: 928-522-8241

Term: (1st 10/06-11/08; 2nd 11/08-11/11; 3rd
11/11-11/14)

<u>Young, Harriet H.</u>	04/01/2014	11/15	No
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COUNTY RESIDENT

NAU - Adjunct Professor/Retiree

5840 E. Waki

Flagstaff, AZ 86004

Home Phone: 527-1001

Term: (1st 8/07-11/10; 2nd 11/10-11/13, 3rd
11/13-11/15)

<u>Z-VACANT.</u>		11/15	No
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COUNTY RESIDENT

Staff Representative:	Heidi Holland
------------------------------	----------------------

As Of: April 23, 2014

CITY OF FLAGSTAFF

RESOLUTION NO. 1050

A RESOLUTION HAVING THE EFFECT OF AN ORDINANCE ESTABLISHING THE FLAGSTAFF CITY-COCONINO COUNTY PUBLIC LIBRARY BOARD; ESTABLISHING MEMBERSHIP AND TERMS OF SERVICE; DEFINING THE PURPOSE AND DUTIES; FIXING THE PROCEDURE OF MEETINGS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: Title 2, Chapter 2 of the Municipal Code of the City of Flagstaff, is hereby repealed.

SECTION 2: There is hereby established the Flagstaff City-Coconino County Public Library Board to be composed of nine (9) City members, and three (3) County members who shall meet as hereinafter provided, to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of Coconino County and the citizens of the City and County, that affect the operation and efficiency of the Library toward the end of providing an optimum level of library services within resources available.

SECTION 3: The composition of the membership of the Board shall be as follows:

A. A Councilman, designated by the Council to serve during that person's term of office.

B. Eight (8) City members to be appointed by the Council of the City of Flagstaff at the effective date of this Resolution who shall serve for three year terms, the eight (8) members to initially be appointed as follows:

Two (2) shall be appointed for one (1) year terms.
Three (3) shall be appointed for two (2) year terms.
Three (3) shall be appointed for three (3) year terms.

These persons appointed to the Board shall be residents of the City.

C. Three (3) County members to be appointed by the Board of Supervisors of the County of Coconino who shall serve for three (3) year terms. The three (3) members to be initially appointed as follows:

One (1) shall be appointed for one (1) year term.
One (1) shall be appointed for two (2) year term.
One (1) shall be appointed for three (3) year term.

The Council shall review and may ratify the appointments of the Board of Supervisors as the eight City members are appointed.

D. Membership on the Board shall terminate if any member has two (2) consecutive unexcused absences. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

CITY OF FLAGSTAFF

RESOLUTION NO. 1050

Page 2

E. The effective date of the appointment of any member shall be the anniversary date of that member's tenure as provided above.

SECTION 4: The Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board in the appointments for which each governing body is responsible.

SECTION 5: The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public; the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours notice.

SECTION 6: Within sixty (60) days after the effective date of this Resolution and at the first meeting of the Board, the members of the Board shall elect a Chairperson and a Vice-Chairperson and a Secretary. Elections for those officers, thereafter, shall be held annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson. Roberts Rules of Order shall govern the conduct of meetings in the event of a procedural dispute.

SECTION 7: The following persons shall be ex-officio members of the Board, but shall have no vote:

1. The Mayor
2. The Chairman of the Board of Supervisors
3. The City Manager
4. The Library Director

SECTION 8: The Board hereby established shall act in an advisory capacity to, and make recommendations to the Library Director, the City Manager, the City Council and the Board of Supervisors on general policy relating to the operation of the library system. The Library Board shall submit to the City Council and the Board of Supervisors an annual report on activities during the fiscal year during the time future budgets are being considered.

SECTION 9: The public library system shall be administered by a Library Director, who shall be appointed by and serve at the direction of the City Manager as other City departments are administered.

SECTION 10: The Board, with the consent of the City Manager may call on all City Departments for assistance in the performance of its duties and it shall be the duty of such departments to render such assistance to the Board as may be reasonably required.

SECTION 11: All monetary gifts, legacies, bequests, donations, etc. shall be separately accounted for by the City Finance Department, and shall be drawn upon only for the Library purposes as specified by the donor or as trust fund expenditures are administered by common law or the statutes of the State of Arizona, upon requisition by the Library Director.

SECTION 12: That the immediate operation of the provisions of this Resolution is necessary for the public peace, health and safety of the residents and citizens of the City of Flagstaff; that an EMERGENCY is,

CITY OF FLAGSTAFF

RESOLUTION NO. 1050

Page 3

therefore, declared to exist; THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ITS PASSAGE AND ADOPTION BY THE COUNCIL OF THE CITY OF FLAGSTAFF.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 3rd day of January, 1978.

Robert L. Moody
MAYOR

ATTEST:

Linda Butler
CITY CLERK

APPROVED AS TO FORM:

Fred W. Croken II
CITY ATTORNEY

A2009-1118.1

After recording, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

INTERGOVERNMENTAL AGREEMENT

Coconino County
and
City of Flagstaff

Flagstaff City – Coconino County Public Library Board

This Intergovernmental Agreement (IGA) is entered into this 18th day of Nov., 2009 (the "Effective Date"), by and between the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County"), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001. The City and the County may also be referred to as "Party" or "Parties" in this Agreement.

RECITALS

A. The Parties belong to the Coconino County Free Library District and sponsor or operate one or more public libraries ("Library") funded by and under the auspices of the District;

B. The Parties wish to set forth their agreement regarding the formation, membership and duties of a Flagstaff City – Coconino County Public Library Board (the Library Board");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the Operating Parties agree as follows:

1. Formation of the Library Board.

There is hereby established the Flagstaff City – Coconino County Public Library Board to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of the County, and the citizens of the City and the County that affect the operation and efficiency of the Library in order to provide an optimum level of library services using available resources. The Library Board shall act in an advisory capacity to, and make recommendations to, the Library Director, the City Manager, the City Council and the Board of Supervisors.

2. Membership.

The Board shall be composed of one (1) City Council Member, four (4) City residents, three (3)

Board members appointed by the Board of Supervisors of the County, one (1) appointee being a member of the County Board of Supervisors and two (2) being County residents. The City Council Member and the Supervisor shall be ex officio, non voting members.

3. Terms of Board Members; Vacancies.

3.1 Of the City residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, one shall be designated to serve for a term of two (2) years, and two shall be designated to serve a term of three (3) years from the date of their appointment. Thereafter, City residents shall be appointed for a term of office of three (3) years.

3.2 Of the two County residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, and the other shall be designated to serve for a term of two (2) years. Thereafter, County residents shall be appointed for a term of office of three (3) years.

3.3 The City Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board of appointments for which each governing body is responsible.

4. Organization of the Board

4.1 Within sixty (60) days after the effective date of this Agreement, and at the first meeting of the Board, the members of the Board shall elect a chairperson and a Vice-Chairperson. Elections for those officers shall be held thereafter annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson.

4.2 The Library Director may be an ex-officio, non voting member of the Board.

5. Meetings.

5.1 The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public. The time and place of the meetings shall be posted in accordance with any currently applicable State statutes, including but not limited to the Arizona Open Meeting Law, regulating public meetings and proceedings.

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

5.3 If any Board member has two (2) consecutive unexcused absences, the remaining Board members may vote to terminate the appointment of the unexcused member. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

6. Effective Date and Term

6.1 This Agreement shall be effective with respect to the City and the County at the time of its adoption by their governing bodies.

6.2 This Agreement shall continue in force and effect until midnight on June 30, 2020, unless sooner terminated as indicated in this Agreement; provided, however, that this Agreement shall be automatically renewed for an additional term of two (2) year unless notice of intent not to renew is given by either Party no less than sixty (60) days prior to the end of its initial term.

6.3 Notwithstanding anything to the contrary contained in this Agreement, it may be terminated by either Party, with respect to such Party, upon six (6) months' prior written notice of its intent to do so, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.F, in the event of the occurrence of any of the circumstances described in A.R. S. § 38-511.A.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of noncompliance with State or Federal law or 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 or 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.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

If to Flagstaff:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the County:

Deputy County Manager
Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. Sec. 11-952.

10. Prior Agreements, Integration, Modification

10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by or for all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

13. Headings

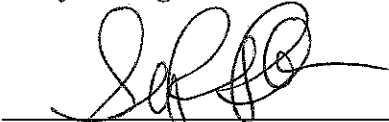
The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. Governing Law

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.


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

City of Flagstaff



By: Sara Presler, Mayor

Coconino County



By: Matthew G. Ryan, Chairman
Board of Supervisors

Attest:

Laura Matthews for
City Clerk

Approved as to form and as to authority
granted by law:

John H. Kitzgren for
City Attorney

Attest:

Wendy E. Coffey
Clerk of the Board

Approved as to form and as to authority
granted by law:

Jean E. Wicks
Deputy County Attorney





City of Flagstaff, AZ

LIBRARY BOARD APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Cray, Jean</u> CITY RESIDENT Associate Faculty/Coconino Community College 4710 E. Oriole Lane Flagstaff, AZ 86004 Home Phone: 928-522-0328			12/03/2009

Staff Representative: **Heidi Holland**

As Of: **April 23, 2014**

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

RECEIVED

FEB 11 2014

BY:

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

DATE: 2-8-2014

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

BOARD/COMMISSION YOU WISH TO SERVE ON: Library Board

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

YOUR NAME: Jean Cray HOME PHONE: 928-522-0328

HOME ADDRESS: 4710 E. Oriole Lane ZIP: 86004

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: Coconino Community College JOB TITLE: Assoc. Faculty

BUS. PHONE: 928-226-5664 CELL: 630-313-1967 E-MAIL: Jean

PLEASE INDICATE PREFERRED TELEPHONE: ☒ HOME ☐ WORK ☐ CELL

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

I have been an Assoc. Faculty member at CCC for 10 years. I have a Masters Degree in Library Science and another in Educational Supervision and Administration. I was Media Center Director at Hinsdale South High School in Darien, Illinois.

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

I have served 2 terms on the Library Board. I have enjoyed being part of the library. I believe that my past expertise as a high school Media Center Director has been helpful.

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

Jean Cray

Applicant Signature

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration of Appointments: Open Space Commission.

RECOMMENDED ACTION:

Make one Natural and Cultural Science appointment to a term expiring April 2017.
Make one At-Large appointment to a term expiring April 2017.

Policy Decision or Reason for Action:

By making the above appointments, the Open Space Commission will be at full membership.

There is one application on file for the Natural and Cultural Science appointment:
Jessica Gist (current commissioner)

There are three applications on file for the At-Large appointment:
Carrie Eberly (current commissioner)
Jessica Gist (current commissioner)
Libby Kalinowski (new applicant)
Vince Knaggs (new applicant)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

- 1) Appoint one Natural and Cultural Science Commissioner, and one At-Large Commissioner: By appointing members at this time, the commission will be at full membership and able to continue to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Background/History:

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

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

Key Considerations:

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

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

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

Community Involvement:

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

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM: Councilmember Barotz and Vice Mayor Evans.

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



City of Flagstaff, AZ

OPEN SPACES COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Burton, Bryan</u> REAL ESTATE MEMBER Realtor/United Country Northern Arizona Realty 686 W. Old Territory Trail Flagstaff, AZ 86001 Cell Phone: 928-556-0556 Term: (1st 12/12-04/13; 04/13-04/16)	12/18/2012	04/16	No
<u>Eberly, Carrie</u> AT LARGE Program Manager/Diablo Trust 1715 N.Beaver Flagstaff, AZ 86001 Home Phone: 208-691-8043 Term: (1st 6/11-4/14)	06/07/2011	04/14	02/16/2012
<u>Fall, John</u> PARKS & REC REPRESENTATIVE Retired 2301 W. Constitution Blvd. Flagstaff, AZ 86001		Indefinite	10/20/2011
<u>Fox, Bruce E.</u> NATURAL & CULTURAL SCIENCES Professor of Forest Management/Northern Arizona University 2180 E. Skyline Dr. Flagstaff, AZ 86004 Work Phone: 928-523-6636 Term: (1st 6/10-4/13; 2nd 4/13-4/15)	05/07/2013	04/15	02/16/2012



City of Flagstaff, AZ

<u>Gist, Jessica</u>	06/07/2011	04/14	02/16/2012
NATURAL & CULTURAL SCIENCES Habitat/Research Technician/Arizona Game & Fish Department 25 E. Ridgecrest Dr. Flagstaff, AZ 86001 Cell Phone: 831-521-7916 Term: (1st 6/11-4/14)			
<u>Hirst, Stephen</u>	06/05/2010	04/15	03/18/2010
NATURAL & CULTURAL SCIENCES Retired 1035 East Apple Way Flagstaff, AZ 86001 Cell Phone: 380-3273 Term: (1st 12/08-4/09; 2nd 4/09-4/12; 3rd 4/12-4/15)			
<u>Ives, Christopher</u>	05/07/2013	04/16	No
AT LARGE Forestry Technician/US Forest Service, Coconino National Forest 581 E. Cherry Ave Flagstaff, AZ 86001 Cell Phone: 908-334-0415 Term: (1st 5/13-4/16)			
<u>Miller, Richard, Chairman</u>	06/05/2012	04/15	03/12/2013
NATURAL & CULTURAL SCIENCES Retired 1200 W. Shullenbarger Dr. Flagstaff, AZ 86001 Home Phone: 928-853-6120 Term: (1st 6/12 - 4/15)			
<u>Moore, Paul</u>		Indefinite	08/24/2008
PLANNING AND ZONING REPRESENTATIVE Owner/Paul Wm. Moore, Architect 1665 No. Turquoise Dr. Flagstaff, AZ 86001 Home Phone: 928-773-1624			



City of Flagstaff, AZ

Staff Representative: McKenzie Jones

As Of: April 23, 2014

CHAPTER 2-20
OPEN SPACES COMMISSION

SECTIONS:

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

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

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

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

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

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

SECTION 2-20-001-0003 DUTIES:

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

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

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

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

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

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

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

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

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

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

7. Public participation, education, and interpretive programs.

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

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

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

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

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



City of Flagstaff, AZ

OPEN SPACES COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Eberly, Carrie</u> AT LARGE Program Manager/Diablo Trust 1715 N.Beaver Flagstaff, AZ 86001 Home Phone: 208-691-8043 Term: (1st 6/11-4/14)		04/14	02/16/2012
<u>Gist, Jessica</u> NATURAL & CULTURAL SCIENCES Habitat/Research Technician/Arizona Game & Fish Department 1878 N. Mesa Dr. Flagstaff, AZ 86001 Cell Phone: 831-521-7916		04/14	02/16/2012
<u>Kalinowski, Libby</u> Bookkeeper/Kalinowski & Associates, Inc. 3102 W. Ridgeview Flagstaff, AZ 86001 Home Phone: 928-214-0658			No
<u>Knaggs, Vince</u> Retired 1778 W. University Heights Drive Flagstaff, AZ 86005 Cell Phone: 928-607-4096			No

Staff Representative: McKenzie Jones

As Of: April 28, 2014

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, April 22, 2014 6:38 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

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.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 4/21/14
Board/Commission you wish to serve on:* Open Spaces
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Carrie Eberly	Home Phone:*	9288567074
Home Address:*	1715 N. Beaver St.	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Diablo Trust	Job Title:*	Program Manager
Business Phone:	9285230588	Cell:	
E-mail:*	carrie.cultra@gmail.com		
Indicate preferred telephone:*	(X) Home () Work	() Cell	
Please indicate age group:*	() 18-34 (X) 35-54	() 55+	
Please indicate education:*	() High School () College	(X) Post Graduate	
Number of years living in the Flagstaff area:*	8		

Background Information

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

My involvement planning and facilitation public meetings with Diablo Trust as an land stewardship non profit organization is a great opportunity to talk about land management issues. I am also very active in outdoor activities in and around Flagstaff including Flagstaff Biking Organization's bike to work week. My first three years on the commission have been a great learning experience with potential to give back to a great community.

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

After serving 3 years on the Open Spaces Commission, I am excited to be part of the progress of the Regional Plan and new Open Spaces documents that can be used for future planning of the greater Flagstaff area. I would love to continue working with the hard-working commission to some of the plans into action!

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

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 4/21/14

Board/Commission you wish to serve on:: Open Spaces

If applicable, type of seat for which you are qualified::

Name:: Carrie Eberly

Home Phone:: 9288567074

Home Address:: 1715 N. Beaver St.

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Diablo Trust

Job Title:: Program Manager

Business Phone:: 9285230588

Cell::

E-mail:: carrie.cultra@gmail.com

Indicate preferred telephone:: Home

Please indicate age group:: 35-54

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 8

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: My involvement planning and facilitation public meetings with Diablo Trust as an land stewardship non profit organization is a great opportunity to talk about land management issues. I am also very active in outdoor activities in and around Flagstaff including Flagstaff Biking Organization's bike to work week. My first three years on the commission have been a great learning experience with potential to give back to a great community.

Why do you want to serve on the board or commission you listed?: After serving 3 years on the Open Spaces Commission, I am excited to be part of the progress of the Regional Plan and new Open Spaces documents that can be used for future planning of the greater Flagstaff area. I would love to continue working with the hard-working commission to some of the plans into action!

Additional Information:

Form submitted on: 4/22/2014 6:38:15 PM

Submitted from IP Address: 184.98.157.64

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

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

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

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

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

DATE: 2/26/2014

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

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Natural/Cultural Resources

YOUR NAME: Jessica Gist HOME PHONE: 831 521 7916

HOME ADDRESS: 1878 N. Mesa Dr, Flagstaff ZIP: 86001

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: Arizona Game & Fish Department JOB TITLE: Wildlife Specialist

BUS. PHONE: 928 214 1274 CELL: 831 521 7916 E-MAIL: jgist@azgfd.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 lived in Flagstaff since 2007, and completed a Masters degree at NAU in Environmental Sciences & Policy. I have worked for the Flagstaff Region of Arizona Game & Fish Department since 2008, working primarily on habitat management, restoration, wildlife connectivity and corridor design, forest treatments, and Open Space acquisition and management. I have served on teams including Pictor Canyon Working Group, Regional Plan Update, Rogers Lake Stakeholders Group, USFS interdisciplinary teams, County Comprehensive Plan Update.

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

I believe Open Spaces are central to the community character of Flagstaff and are a major reason people live and travel here. I want to assist the City in meeting community needs & desires for outdoor recreation, education, aesthetics, and opportunities to experience the natural world. I served a 3-year term beginning in 2011 and have truly enjoyed the opportunity to work with City staff on behalf of the public and Flagstaff's natural resources.

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


Applicant Signature

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, July 17, 2013 8:54 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

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.

Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:* 07/18/13
Board/Commission you wish to serve on:* Open Space Commission
If applicable, type of seat for which you are qualified: General member

Your Information

Name:* Libby Kalinowski Home Phone:* 928-214-0658
Home Address:* 3102 W. Ridgeview Zip:* 86001
Mailing Address (If different from above):
Employer:* Kalinowski & Associates, Inc. Job Title:* part-time bookkeeper
Business Phone: Cell: 602-339-5979
E-mail:* prnaz@cox.net
Indicate preferred telephone:* (X) Home () Cell
() Work

Background Information

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

I reside on Observatory Mesa and have been actively involved over the last several years working to protect the forest lands to the west of our neighborhood. I have worked with the Flagstaff P.D. and F.D. to develop a better plan for protection of this area which is now being considered for open space. I continue to advocate for this area with various agencies.

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

I would like to have the opportunity to serve on the commission as I believe the open space concept is extremely important to the community. Designated open spaces provide the public opportunities to quietly enjoy the beauty of areas surrounding the city as well as allowing for many learning experiences for all ages. Living next to the State Trust Land on Observatory Mesa and walking the FUTS trails here, I often run into people who express how much they love the ability to enjoy this mesa. The protection of these areas is vital to our community.

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

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 07/18/13

Board/Commission you wish to serve on:: Open Space Commission

If applicable, type of seat for which you are qualified:: General member

Name:: Libby Kalinowski

Home Phone:: 928-214-0658

Home Address:: 3102 W. Ridgeview

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Kalinowski & Associates, Inc.

Job Title:: part-time bookkeeper

Business Phone::

Cell:: 602-339-5979

E-mail:: prnaz@cox.net

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I reside on Observatory Mesa and have been actively involved over the last several years working to protect the forest lands to the west of our neighborhood. I have worked with the Flagstaff P.D. and F.D. to develop a better plan for protection of this area which is now being considered for open space. I continue to advocate for this area with various agencies.

Why do you want to serve on the board or commission you listed?: I would like to have the opportunity to serve on the commission as I believe the open space concept is extremely important to the community. Designated open spaces provide the public opportunities to quietly enjoy the beauty of areas surrounding the city as well as allowing for many learning experiences for all ages. Living next to the State Trust Land on Observatory Mesa and walking the FUTS trails here, I often run into people who express how much they love the ability to enjoy this mesa. The protection of these areas is vital to our community.

Additional Information:

Form submitted on: 7/17/2013 8:53:34 AM

Submitted from IP Address: 97.124.22.41

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, April 07, 2014 2:59 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 04/07/2014
Board/Commission you wish to serve on:* Open Spaces Commission
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Vincent Knaggs	Home Phone:*	928-774-0148
Home Address:*	1778 West University Heights Drive	Zip:*	86005
Mailing Address (If different from above):			
Employer:*	Retired	Job Title:*	N/A
Business Phone:		Cell:	928-607-4096
E-mail:*	vlknaggs@msn.com		
Indicate preferred telephone:*	<input type="radio"/> Home <input checked="" type="radio"/> Work	<input checked="" type="radio"/> Cell	

Background Information

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

After 31 plus years working for the City of Flagstaff, I retired in December 2012. During my career, I worked primarily in the Community Development Section and Parks and Recreation Sections. I have held a variety of positions in both areas, however the two positions most applicable to experience as it relates to open spaces would be Parks and Recreation Director and Planning Development Manager. As Parks and Recreation Director I coordinated and managed an early version of the City's, Recreation, Parks and Open Spaces Master Plan. As Planning Development Manager I encouraged and enforced policies related to setting aside open spaces for major development projects. Most recently, prior to my retirement, I assisted the Comprehensive Planning Staff with preparation of the Flagstaff Regional Plan 2013 draft document.

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

I often utilize and enjoy our open space areas and believe that the preservation of open spaces is an intricate part of urban planning and development. Easily accessible open spaces are critical in providing citizens with opportunities to recreate and enjoy the natural environment in close proximity to their homes and places of work. I have worked with the public throughout my career and have a good understanding of the relationship between the citizens and city government and feel that I could offer valuable service to our community as a member of this commission.

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

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 04/07/2014

Board/Commission you wish to serve on:: Open Spaces Commission

If applicable, type of seat for which you are qualified::

Name:: Vincent Knaggs

Home Phone:: 928-774-0148

Home Address:: 1778 West University Heights Drive

Zip:: 86005

Mailing Address (If different from above)::

Employer:: Retired

Job Title:: N/A

Business Phone::

Cell:: 928-607-4096

E-mail:: vlknaggs@msn.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: After 31 plus years working for the City of Flagstaff, I retired in December 2012. During my career, I worked primarily in the Community Development Section and Parks and Recreation Sections. I have held a variety of positions in both areas, however the two positions most applicable to experience as it relates to open spaces would be Parks and Recreation Director and Planning Development Manager. As Parks and Recreation Director I coordinated and managed an early version of the City's, Recreation, Parks and Open Spaces Master Plan. As Planning Development Manager I encouraged and enforced policies related to setting aside open spaces for major development projects. Most recently, prior to my retirement, I assisted the Comprehensive Planning Staff with preparation of the Flagstaff Regional Plan 2013 draft document.

Why do you want to serve on the board or commission you listed?: I often utilize and enjoy our open space areas and believe that the preservation of open spaces is an intricate part of urban planning and development. Easily accessible open spaces are critical in providing citizens with opportunities to recreate and enjoy the natural environment in close proximity to their homes and places of work. I have worked with the public throughout my career and have a good understanding of the relationship between the citizens and city government and feel that I could offer valuable service to our community as a member of this commission.

Additional Information:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration of Appointments: Parks and Recreation Commission.

RECOMMENDED ACTION:

Make one appointment to term expiring August 2014.

Policy Decision or Reason for Action:

By making the above appointment, the Parks and Recreation Commission will be at full membership and will be able to continue meeting on a regular basis. There is one application on file, as follows:

Adam Kaupisch (new applicant)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint one Commissioners: By appointing members at this time, the Parks and Recreation Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Background/History:

The Parks and Recreation Commission consists of seven citizens serving three-year terms. There is currently one seat available.

This commission makes recommendations to the Council regarding City parks and recreational programs, the annual budget and capital improvements for the Parks and Recreation Divisions.

Key Considerations:

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

Community Benefits and Considerations:

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

Community Involvement:

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

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM: Councilmember Brewster and Councilmember Oravits.

Attachments: [P & R Roster](#)
 [P & R Authority](#)
 [P & R Applicant Roster](#)
 [P & R Applications](#)



City of Flagstaff, AZ

PARKS AND RECREATION COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Baker, James</u> Executive Producer/Self 2028 W. Fresh Aire St. Flagstaff, AZ 86001 Home Phone: 928-556-0326 Term: (1st 2/14 - 8/15)	02/13/2014	08/15	No
<u>Burley, Denise</u> Senior Manager/Coconino County 3135 W. Brenda Loop Flagstaff, AZ 86001 Cell Phone: 606-1558 Term: (1st 8/09 - 8/11; 2nd 8/11 - 8/14)	10/04/2011	08/14	10/20/2011
<u>Fitchett, Jessica, Vice Chairman</u> Asst. To the VP for Finance and Administration/Northern Arizona University 1151 W. University Heights N. Flagstaff, AZ 86001 Cell Phone: 928-607-7664 Term: (1st 8/13-8/16)	08/26/2013	08/16	11/04/2013
<u>Hammersley, Charles</u> Park & Rec Professor/NAU 5950 E. Mountain Oaks Dr. Flagstaff, AZ 86004 Work Phone: 928-523-6655 Term: (1st 10/11 - 8/14)	10/04/2011	08/14	10/20/2011



City of Flagstaff, AZ

<u>Kleiner, Greg, Chairman</u>	09/18/2012	08/15	12/03/2009
Retired 2206 N. Twisted Limb Way Flagstaff, AZ 86004 Home Phone: 526-6567 Term: (1st 10/07-08/09; 2nd 8/09 - 8/12; 3rd 8/12-8/15)			
<u>Ziegler, Thomas</u>	08/26/2013	08/16	11/04/2013
Adjunct Instructor/Student Teacher Supervisor/NAU 1455 W. Melissa Dr. Flagstaff, AZ 86005 Cell Phone: 928-637-8568 Term: (1st 8/13-8/16)			
<u>Z-VACANT,</u>		08/14	No

Staff Representative: Brian Grube

As Of: April 23, 2014

CHAPTER 2-03
PARKS AND RECREATION COMMISSION

SECTIONS:

<u>2-03-001-0001</u>	COMMISSION CREATED; MEMBERS:
<u>2-03-001-0002</u>	TERMS; VACANCIES; COMPENSATION:
<u>2-03-001-0003</u>	ORGANIZATION AND RULES:
<u>2-03-001-0004</u>	POWERS AND DUTIES:

SECTION 2-03-001-0001 COMMISSION CREATED; MEMBERS:

There is hereby created a Parks and Recreation Commission for the City, consisting of seven (7) members 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.

(Ord. No. 2007-11, Amended 02/06/2007)

SECTION 2-03-001-0002 TERMS; VACANCIES; COMPENSATION:

Terms of the appointed members shall be for three (3) years.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission and no member of the Commission shall receive compensation for services thereon. (Ord. 1475, 2-3-87)

SECTION 2-03-001-0003 ORGANIZATION AND RULES:

Upon the taking effect of this Chapter, and when appointed, the members shall meet and organize and elect a Chairman to serve for one year with a new Chairman being elected each succeeding year. The Commission may adopt by-laws, procedures and standards for the operation of the Commission not inconsistent with the provisions of this Chapter. A quorum shall consist of four (4) voting members. The Commission shall meet not less than four (4) times each year.

(Ord. No. 2007-11, Amended 02/06/2007)

SECTION 2-03-001-0004 POWERS AND DUTIES:

The duties of the Commission shall be to advise the Council, through periodic written reports to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of

the elderly and the young and to otherwise employ in constructive and wholesome manner and leisure time of the citizens.

The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit. (Ord. 865, 12-12-72)

The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

(Ord. 1335, 10-16-84)



City of Flagstaff, AZ

PARKS AND RECREATION COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Kaupisch, Adam</u> Sr. Software Engineer/Northern Arizona Healthcare 1330 W. Melissa Dr. Flagstaff, AZ 86005 Home Phone: 406-438-3594			No

Staff Representative: **Brian Grube**

As Of: **April 23, 2014**

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, January 15, 2014 3:40 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

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.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 1/15/2014
Board/Commission you wish to serve on:* Parks and Recreation Commission
If applicable, type of seat for which you are qualified: Citizen

Your Information

Name:*	Adam Kaupisch	Home Phone:*	406.438.3594
Home Address:*	1330 W Melissa Dr	Zip:*	86005
Mailing Address (If different from above):			
Employer:*	Northern Arizona Healthcare	Job Title:*	Sr. Software Engineer
Business Phone:	928.213.6687	Cell:	
E-mail:*	akaupisch@gmail.com		
Indicate preferred telephone:*	(X) Home () Work	() Cell	

Background Information

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

I recently moved here from Helena, MT. While in Helena, I served on the City/County Parks and Recreation Advisory Board where I helped to plan, coordinate and execute new universally accessible park, dog park, and mountain biking terrain park. Additionally I offered my insight in selling/purchasing property for parks as well as creating sustainable maintenance plans for improving existing parks. I thoroughly enjoy participating on the board and helping to build a better community. Feel free to contact Amy Teegarden, Director of Parks and Recreation in Helena, MT at 406.447.8462 or ateegarden@helenamt.gov for a reference.

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

Personally I've experienced the benefits of parks and recreation throughout my life; whether it be playing at or hiking through parks, or participating in community programs like tennis, geo-caching, kids soccer, etc. Now, as a father of two children (ages 4 and 6), I find parks to be an integral part of our lives. Furthermore, I plan on living in Flagstaff for a long time. I'd like to start planting my roots and figuring out what I can do to be more involved in improving the community I live in.

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

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 1/15/2014

Board/Commission you wish to serve on:: Parks and Recreation Commission

If applicable, type of seat for which you are qualified:: Citizen

Name:: Adam Kaupisch

Home Phone:: 406.438.3594

Home Address:: 1330 W Melissa Dr

Zip:: 86005

Mailing Address (If different from above)::

Employer:: Northern Arizona Healthcare

Job Title:: Sr. Software Engineer

Business Phone:: 928.213.6687

Cell::

E-mail:: akaupisch@gmail.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I recently moved here from Helena, MT. While in Helena, I served on the City/County Parks and Recreation Advisory Board where I helped to plan, coordinate and execute new universally accessible park, dog park, and mountain biking terrain park. Additionally I offered my insight in selling/purchasing property for parks as well as creating sustainable maintenance plans for improving existing parks. I thoroughly enjoy participating on the board and helping to build a better community. Feel free to contact Amy Teegarden, Director of Parks and Recreation in Helena, MT at 406.447.8462 or ateegarden@helenamt.gov for a reference.

Why do you want to serve on the board or commission you listed?: Personally I've experienced the benefits of parks and recreation throughout my life; whether it be playing at or hiking through parks, or participating in community programs like tennis, geo-caching, kids soccer, etc. Now, as a father of two children (ages 4 and 6), I find parks to be an integral part of our lives. Furthermore, I plan on living in Flagstaff for a long time. I'd like to start planting my roots and figuring out what I can do to be more involved in improving the community I live in.

Additional Information:

Form submitted on: 1/15/2014 3:40:05 PM

Submitted from IP Address: 207.224.163.172

Referrer Page: <http://www.flagstaff.az.gov/index.aspx?NID=1883>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Action on Liquor License Application: Roger J. Verderame, "Il Pizzeria", 105 N. Beaver St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

- 1) Hold the Public Hearing
- The City Council has the option to:
- 2) Forward the application to the State with a recommendation for approval;
- 3) Forward the application to the State with no recommendation; or
- 4) 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:

Robert J. Verderame is the agent for a new Series 12 (restaurant) liquor license for Il Pizzeria.

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:

- 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.

Background/History:

An application for a new Series 12 liquor license was received from Robert J. Verderame for Il Pizzeria.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Tom Boughner, Code Compliance Manager 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 May 8, 2014.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

This business will contribute to the tax base of the community.

Community Benefits and Considerations:

The application was properly posted on April 10, 2014.

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.

Attachments: [Il Pizzeria - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [Il Pizzeria - PD Memo](#)
 [Il Pizzeria - Code Memo](#)
 [Il Pizzeria - Tax Memo](#)

OFFICE OF THE CITY CLERK

April 23, 2014

Il Pizzeria
Attn: Robert Verderame
105 N. Beaver St.
Flagstaff, AZ 86001

Dear Mr. Verderame:

Your application for a Series 12 new liquor license for Il Pizzeria at 105 N. Beaver St., was posted on April 10, 2014. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 6, 2014 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions 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. 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 is set to expire on April 30, 2014 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



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.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

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 # 14-035-01

TO: Chief Kevin Treadway
FROM: Sgt. Matt Wright
DATE: April 15, 2014
RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “IL Pizzeria”

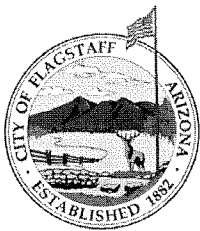
On April 14 2014, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Robert Verderame (Agent and Controlling Persons). Robert Verderame is the owner of IL Pizzeria located at 105 N. Beaver in Flagstaff. IL Pizzeria is currently under renovation and an opening date is unknown. This application is for a series 12 license #12033355.

I spoke with Robert at the location of the restaurant. Robert was working on his renovations and said he did not know when they would be finished and ready to open. Robert said this is his first restaurant and first liquor license. Robert stated he has completed the mandatory liquor law training courses and provided proof. Robert has never been cited for any liquor law violations. Robert did say he had recently hired a manager who was not yet been filed with the State's Department of Liquor Licensing and Control. She was identified as Tiffany Johnson.

Robert also confirmed his plans for an outdoor patio area. I confirmed with Robert he would build a barrier clearly defining the space he is allowed to use for the sale of alcohol. Robert said he understood and had already planned to do so. Robert said he would also be sure to have enough staff to monitor the patio to avoid any liquor law violations.

I conducted a query through local systems and public access on Robert Verderame and Tiffany Johnson. I found no derogatory records on Robert or Tiffany.

As a result of this investigation the recommendation to Council is for approval of the series 12 license.



Planning and Development Services Memorandum

April 22, 2014

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Tom Boughner, Code Compliance Manager

RE: **Application for New Liquor License #12033355 - Il Pizzeria**
105 N. Beaver Street, Flagstaff, Arizona 86001
Applicant: Mr. Robert J. Verderame on behalf of Il Pizzeria L.L.C.

This application is a request for a new Type 12 liquor license for Il Pizzeria, a new pizza restaurant to be located at 105 N. Beaver Street, Flagstaff. The proposed restaurant is located in the Central Business (CB) Zone which allows for restaurants.

There are no active Zoning Code violations associated with Mr. Robert J. Verderame or Il Pizzeria L.L.C.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: April 23, 2014

Re: Series 12 Liquor License – New License – Il Pizzeria

Il Pizzeria LLC is properly licensed with the City Sales Tax Section for its location at 105 N Beaver Street. Since they just started business in March 2014, they are not yet required to file a tax return. Currently, they are in good standing with the Sales Tax Section of the City.

/liquor licenses/Il Pizzeria

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Grube, Recreation Services Director
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Approval of Contract: Involving Coconino Coalition for Children & Youth Program, Flagstaff Unified School District and the City of Flagstaff for the FACTS after school program funding for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve 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.

Policy Decision or Reason for Action:

Council approval of an agreement and \$247,319 for the FACTS community-wide after school program and an additional \$19,669 for the Coconino Coalition for Children & Youth will support advocacy and programs for youth and children in the Flagstaff community during FY14. Funds for this expenditure are included in the FY14 budget, account 001-09-40213111-4273, in the amount of \$247,319 for the after school program and \$19,669 for the Coalition.

Financial Impact:

FACTS and CCCY 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 have made changes and adjustments to address the reduced contributions, while maintaining high quality services for the community.

Connection to Council Goal:

Fund existing and consider expanded recreational services
Effective governance.

Has There Been Previous Council Decision on This:

The City of Flagstaff has supported the development, implementation and sustainment of a community-wide after school initiative since FY2000.

Options and Alternatives:

- 1) Decrease the amount of future contributions
- 2) Divide funding between more after-school providers

Background/History:

This program and the Coalition are initiatives of the Alliance for the Second Century, which is a cooperative consortium of the Flagstaff Unified School District, Northern Arizona University, Coconino County, Coconino County Community College and the City of Flagstaff.

Community Benefits and Considerations:

The Coalition 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 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 or not they have children.

Community Involvement:

Consult

The after school program has been brought together in terms of both funding and service. The Alliance agencies, as well as numerous non-profit organizations, are involved. The advisory committee for FACTS has made strides in attaining active involvement from the business community and Coconino County as well.

Expanded Options and Alternatives:

Council may choose to decrease the amount of future contributions, which would decrease the traditional amount of service(s) that the FACTS program and the Coalition provide to the community. 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.

Attachments: FACTS, CCC&Y, COF Agreement

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

This Agreement is made as of the _____ day of _____ 2014, 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 2014, 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, 2014, 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:

Holly Hulen, 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**

Holly Hulen, President

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Mark Gaillard, Fire Chief
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Approval of Contract: Consideration to enter into the Cooperative Greater Flagstaff Fire Agencies All Risk Emergency Intergovernmental Agreement. ***(Approve IGA with nearby fire districts for provision of reciprocal mutual aid).***

RECOMMENDED ACTION:

Approve the Cooperative Greater Flagstaff Fire Agencies All Risk Emergency Intergovernmental Agreement and authorize the Mayor to execute on behalf of the City of Flagstaff.

Policy Decision or Reason for Action:

Consideration of the community fire protection risks and limited resources in the greater Flagstaff area point to the conclusion that a single incident or a complex of incidents could easily exceed the capabilities of the Flagstaff Fire Department or any of the participants in the IGA. Additionally, reduced fiscal resources have created an environment that supports increased and greater levels of cooperation for the protection of the public and its first responders. The proposed IGA establishes procedures for mutual aid while broadening the scope of the IGA to encourage regional cooperation wherever possible. The resulting cooperation increases the level of public safety in the region, provides better value in the expense of public resources and heightens the level of safety for firefighters.

Financial Impact:

None

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

In 2008, the City Council enacted the current version of this mutual aid IGA. Prior to its adoption, the previous mutual aid agreement was a 1997 agreement that had a primary focus on wildland fire responses. Since the 2008 adoption of the existing agreement, there has been limited interaction between the leadership of the participating agencies in the IGA. In the Fall of 2013, the chiefs of the participating fire departments and fire districts met to discuss interest in collaborating on regional efforts with the goal of maximizing our limited resources to achieve improved levels of public safety, improved safety for our firefighters, and to demonstrate the greatest efficiencies to our residents.

Discussion among the participating chiefs lead to a proposal to revise the current IGA to achieve the following Objectives:

- Broaden the Scope of the IGA to allow for greater collaboration in emergency and non-emergency response. The IGA contemplates that training, fire prevention, procurement, and administration, in addition to all-risk emergency responses, would be desirable and allowable.
- Remove the reimbursement provisions of the existing IGA and related conflict dispute provisions and emphasize reciprocity as the primary intent of the IGA.

The proposed IGA is largely the same as the 2008 version with specific revisions to the recitals to express the intent to cooperate and assist. The agreement was broadened in scope to allow for non-response cooperation and the reimbursement provisions were removed. In place of monetary reimbursement, the IGA introduces intent to provide mutual aid and reciprocity taking the form of the parties providing comparable resources to assist each other. The recommended omission of the reimbursement provisions aligns the IGA with more traditional language regarding mutual aid and is more consistent with higher level mutual aid agreements such as the State of Arizona Fire Service Mutual Aid Plan (Executive Order 2003-21).

The agreement has also been amended to protect the ability of the participants to enter into specific service agreements among each other.

Options and Alternatives:

- 1.) The City Council may approve this agreement.
- 2.) The City Council may direct the Fire Chief to renegotiate the provisions of this agreement.
- 3.) The City Council may decline to enter into a revised agreement.

Expanded Financial Considerations:

Since the 2008 adoption of the existing IGA, the reimbursement provisions of the IGA have not been utilized in any instance.

Community Involvement:

Inform

Attachments: IGA

**Cooperative Greater Flagstaff Area
Fire Agencies All Risk Emergency
Intergovernmental Agreement**

This Intergovernmental Agreement (“Agreement”) is entered into by and among governmental fire rescue and emergency medical service agencies, districts and municipalities (the “Party” or Parties”) that have adopted and executed this Agreement.

RECITALS

- A. The Parties shall consist of members of various fire rescue and emergency medical service departments which together, form a cooperative of information, training, fire prevention, procurement, administration, fire suppression response, medical services and any cooperative effort which is deemed mutually beneficial to the Parties. Nothing herein shall be construed to suggest that the Parties are forming a joint venture or partnership, or that the Parties shall be liable for the conduct of the other except as otherwise specifically provided in this Agreement.
- B. The Parties concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources.
- C. The Parties seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their communities.
- D. It is the desire of the Parties to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions to include regional operations, procedures, and practices governing command and control and hazard zone operations.
- E. The Parties recognize the vulnerability of the people and the communities located within the greater Flagstaff area, the Sedona area, and communities located in the joint service areas of the Parties to damage, injury, and loss of life and property resulting from fire and all other natural and man-made emergencies and disasters (“Incidents”). It is also recognized that fires, natural and man-made emergencies, and disasters may present equipment and staffing requirements beyond the capacity of each individual Party.
- F. The Parties who have executed this Agreement are fire districts and municipalities of the State of Arizona and are authorized pursuant to A.R.S. § 11-951 *et seq* to enter into intergovernmental agreements for the joint exercise of powers to carry out their mutual responsibilities.

1. Purpose

The purpose of this IGA is to establish the lawful cooperation of governmental fire and medical rescue departments in the mutual attainment of their life safety mission.

2. Scope

The scope of this agreement shall include the following:

2.1 To provide cooperative procedures and practices including but not limited to emergency response, emergency standby coverage, joint purchasing, communications infrastructure and protocols, training, health and safety, fire prevention, public education, fire investigations, wildland fuels mitigation and suppression programs and other activities that will enhance the ability of the Parties to fulfill their missions, and;

2.2 To provide procedures to notify Parties of the need for assistance in the event of an Incident.

3. Request for Assistance

Any Party who is a signatory to this Agreement may request assistance for fire, medical and hazmat services (“Emergency Services”) if the requesting Party determines that additional resources are needed or that an incident is potentially beyond the capacity of the requesting Party to control or mitigate; or the requesting Party is occupied with another Incident.

3.1 Authorized Designee. Upon contacting its dispatch center to request mutual assistance, each Party shall identify an authorized designee to provide contact information, including 24-hour access, and shall maintain current resource information for purposes of mutual assistance response.

4. Response to Request

A Party which receives a request for assistance shall, in the exercise of its discretion, determine whether it has the resources to respond, taking into consideration the safety of its citizens and property within its own jurisdiction. The Fire Chief or the authorized designee of each Party which receives a request for assistance shall be the sole judge as to the amount of assistance, if any, which that Party can provide. No Party shall be liable to any other Party for failing to respond to a request for assistance, for the amount of assistance provided, or if assistance is withdrawn.

5. Incident Command

A Party that responds to a request for assistance shall work under the direction of the Incident Commander (“IC”) as designated by the Incident Command System (“ICS”). If the assisting Party needs to return to its jurisdiction during this time period, the Party shall coordinate a release time with the Incident Commander. The IC will make all attempts to

release Mutual Aid units back to their jurisdiction as soon as it is safe and appropriate to do so.

6. Responsibility for Equipment and Personnel

In rendering initial attack mutual assistance, each requesting and assisting Party shall be responsible for the provision and maintenance of the respective Party's own equipment and personnel.

7. Costs

Except as specifically agreed to by the Parties for a particular incident, neither Party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

8. Reciprocity

The Parties agree that the mutual aid provided pursuant to this Agreement is reciprocal. The Parties acknowledge that mutual aid does not ensure that a Party will receive the exact same amount of assistance that it gives. It is intended that the level of service delivered under this agreement will be comparable.

9. Operational Procedures

From time to time, the Fire Chiefs or authorized designees of each Party may promulgate mutually agreeable written operational procedures for the cooperative implementation of this Agreement. In addition, field exercises as well as command, control, and communication exercises may be implemented to examine, evaluate and improve the collective performance of all participants.

10. Incident Reports

All Parties shall make available to other Parties all incident reports that involve mutual assistance.

11. Participating Parties

A District or Municipality not a Party to this Agreement may enter into this Agreement without amendment of this Agreement by the governing bodies of the existing members, provided that it is approved as a Party by a voice vote of a simple majority of the authorized designees of the Parties to the Agreement, and its governing body approves the terms of this Agreement and authorizes execution of the Agreement.

12. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties, provided however, nothing herein shall be

construed to expand the liability of any Party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

13. Worker's Compensation Claims

Each Party herein shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

14. Insurance

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

15. Effective Date; Term

15.1 Effective Date. This Agreement will become effective for each Party after approval by its governing body (the "Effective Date").

15.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate on June 30, 2018, unless extended or terminated by action of the Parties.

15.3 Any Party may terminate its participation in this Agreement by providing each of the other Parties thirty (30) days written notice.

16. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

17. Existing Mutual Aid Agreements

The existing Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Mutual Aid Intergovernmental Agreement entered by the parties in 2008 is hereby terminated and replaced in its entirety by this Agreement. The Parties recognize that this Agreement is not intended to terminate, modify, amend, or otherwise alter any Cooperative Agreements entered into by and between the Arizona State Land Department / State Forester and its

cooperators.

18. Right to Enter into Additional Agreements

The Parties to this Agreement are not precluded from participating in additional or supplemental IGA's or contracts as deemed appropriate by the Parties. Nothing in this Agreement shall limit the ability of a Party to provide emergency assistance to another jurisdiction which is not a participant in this Agreement.

19. Compliance with All Laws.

Each Party shall comply with all federal, state and local laws, rules and regulations.

20. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

21. Non-Discrimination.

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.

22. Legal Arizona Workers Act Compliance.

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

23. Non-appropriation.

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

24. No Third Party Beneficiaries

Nothing in the provisions or this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of any Party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

**Cooperative Greater Flagstaff Area
Fire Agencies All Risk Emergency
Intergovernmental Agreement**

Signature Page

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

City of Flagstaff

Authorized signatory:

Name: _____
Title: _____

Attest:

City Clerk

Date of formal approval by governing body:

Approved as to Form:

City Attorney

**Cooperative Greater Flagstaff Area
Fire Agencies All Risk Emergency
Intergovernmental Agreement**

Signature Page

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Date of formal approval by governing body:

Attorney's Approval:

Name: _____

Title: _____

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Rick Compau, Purchasing Director
Co-Submitter: Andy Wagemaker, Revenue Director
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Approval of Contract: Copy Center and Mailroom Services Contract (Amended) and a supplementary Services and Solutions Agreement with Xerox Corporation

RECOMMENDED ACTION:

Consent to assignment of the Copy Center and Mailroom Services Contract (as Amended) to Xerox Corporation, and the supplementary Services and Solutions Contract with Xerox Corporation that is required as part of the contractual arrangement.

Policy Decision or Reason for Action:

Xerographics of Flagstaff requested that the Copy Center and Mailroom Services Contract be assigned to Xerox Corporation, and assignment is legally permissible. Xerox Corporation requested minor amendments and a supplementary Services and Solutions Agreement; which is required as part of the contractual arrangement for Equipment. It is anticipated that Xerographics of Flagstaff will provide the majority of the services to the City as agent or subcontractor for Xerox Corporation.

Financial Impact:

City staff currently operates Copy Center and Mailroom Services for the City. Current funds used for internal operations will be used for the future operations provided by Xerographics of Flagstaff, but under the auspice of Xerox Corporation. The current annual cost estimate for continuing to provide services in-house is \$98,000 per year. The cost is based on current internal costs plus annualized equipment purchases projected in the next five years. In addition, current internal cost estimates do not include unknown future cost variables such as wages, pension, and equipment maintenance agreements. Consent to assignment of the Copy Center and Mailroom Services Agreement (Amended), and the supplementary Services and Solutions Agreement with Xerox Corporation will not change any of the financial impact referenced herein.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Yes. On January 21, 2014, Council approved the original Copy Center and Mailroom Services Contract with Xerographics of Flagstaff.

Options and Alternatives:

1) Consent to assignment and approve the Copy Center and Mailroom Services Contract (Amended) and the supplementary Services and Solutions Agreement with Xerox Corporation. The approval of these documents are required to outsource the services to Xerox Corporation/Xerographics of Flagstaff. 2.) Do not approve this agenda item. If this agenda item is not approved, then Xerographics of Flagstaff may request termination of the Copy Center and Mailroom Services Contract. The City staff will then continue to provide Copy Center and Mailroom Services until such time as a new competitive bidding process could be completed. In addition, the City will need to make significant capital outlays to continue the service and the Customer Service Section will continue to cover staffing shortages in the Copy Center and Mailroom, causing a staffing shortage for Customer Service.

Background/History:

On January 21, 2014, Council approved the City's Service Agreement with Xerographics of Flagstaff to operate and provide on-site Copy Center and Mailroom Services. Subsequently, when the City's Service Agreement was being routed to Xerographics of Flagstaff for signature, two (2) requirements imposed by Xerox Corporation came to light that the City and Xerographics of Flagstaff were unaware of. The first requirement is that Xerox Corporation needs to be referenced as the party to the City's Service Agreement, in lieu of Xerographics of Flagstaff. The second requirement is a Xerox Corporation supplementary Services and Solutions Contract that Xerox requires as part of the contractual arrangement; which was not included in the staff summary packet approved back on January 21, 2014.

Key Considerations:

The approval of this consent to assignment and Copy Center and Mailroom Services Contract (Amended) and the supplementary Services and Solutions Agreement with Xerox Corporation, will allow the City to proceed ahead with Xerographics of Flagstaff acting as the local agent/subcontractor, under the auspice of Xerox Corporation. The City anticipates Xerographix of Flagstaff will provide the quality of Copy Center and Mailroom Services that internal customers expect. In addition, with the knowledge, experience, and technology Xerographics of Flagstaff brings to this operation, the City may be able to see enhanced Copy Center and Mailroom Services.

The amendments to the Copy Center and Mailroom Services Contract are minor. The scope of work and monthly service price will remain the same as approved on January 21, 2014.

The supplementary Services and Solutions Agreement relates to specific equipment that Xerox Corporation will bring on site to perform services. Xerox will continue to own that equipment. The provision of the equipment is included in the Copy Center and Mailroom Services Contract monthly charge. The City has certain responsibilities related to the equipment. This agreement also protects Xerox's intellectual property rights.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

The consent to assignment and approval of this Copy Center and Mailroom Services Contract (Amended) and supplementary Services and Solutions Agreement with Xerox Corporation, will allow the City to maintain and possibly enhance current services in a cost effective manner.

Community Involvement:

Inform

Expanded Options and Alternatives:

None.

Attachments: Amended Agreement
 Xerox Services and Solutions Agreement

**SERVICE AGREEMENT FOR
COPY CENTER AND MAILROOM SERVICES
CITY OF FLAGSTAFF
and
XEROX CORPORATION**

This Agreement for Copy Center and Mailroom Services ("Copy Center Agreement") is made by and between the City of Flagstaff ("City"), a Municipal Corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and ~~Xerographics of Flagstaff~~ Xerox Corporation, a ~~Corporation~~ corporation with an office at ~~2222 E. Johnson Ave., Flagstaff, Arizona 86004~~ 445 Glover Avenue, Norwalk, CT 06850 ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for Copy Center and Mailroom Services for the City's Management Services Division; and
B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work outlined in Request for Proposals (RFP) name: Copy Center and/or Mailroom Services, RFP number: 2013-42, ~~attached to this Agreement as Exhibit A;~~ For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services ("Services") and equipment ("Equipment"), as set forth in detail in the Statement of Work ("SOW") ~~Exhibit "A" ("Services")~~ attached hereto as Exhibit A, the Services and Solutions Agreement between the parties executed concurrently herewith (the "SSA") and the Services Solutions Order executed concurrently herewith (the "SSO"), all of which are hereby incorporated as part of this Agreement and adopted by reference. The parties agree that the Copy Center Agreement will be the primary agreement with respect to the copy center and mailroom services, and that in the event of any conflict among the documents the order of precedence shall be as follows:

- a. The Copy Center Agreement
- b. The SOW
- c. The SSA
- d. The SSO

2. COMPENSATION OF PROVIDER

The City agrees to make monthly payments, to Provider, in the amount of Six Thousand Four Hundred Forty Three Dollars and Eleven Cents (\$6,443.11) for satisfactory performance of the ~~Copy Center and Mailroom~~ Services. 7

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept additional City requests for services, depending on circumstances with

other work being performed for other clients. A change order shall be approved for any other additional services.

3.2 Provider's Control of Work. All ~~S~~services to be provided by Provider shall be performed ~~determined by the City~~ in accordance with the ~~Scope of Services~~SOW set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the ~~S~~services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion in accordance with Exhibit A. This right of inspection and supervision shall include, but not limited to reports requested by the City to be provided by Provider to the City in a form agreed to by the parties. The City shall have the right to audit Provider's records pertaining to the services.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative:

~~To Provider:~~

**Andy Wagemaker
Revenue Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001**

~~To Provider:~~

Sheryl Snyder, Services Development Executive, NAAO
Xerox Corporation
445 Glover Avenue, Norwalk, CT 06850

~~Tracey Arvieux~~

~~Agent Owner~~

~~Xerographics of Flagstaff~~

~~2222 E. Johnson Ave.~~

~~Flagstaff, Arizona 86004~~

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 to the extent caused, ~~or alleged to be caused, in whole or in part~~, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims to the extent arising ~~solely~~ from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City. Notwithstanding the foregoing, Provider's obligations with respect to intellectual property shall be in accordance with the Services and Solutions Agreement ("SSA") executed by the parties concurrently with this Copy Center Agreement.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)
General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$1,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (any one fire) \$500,000
Medical Expense (any one person) Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof.)
Combined Single Limit Per Accident \$1,000,000
for Bodily Injury and Property Damage

~~3. Commercial General Liability \$1,000,000~~

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self insured and/or deductibles associated with the Proposer's insurance coverage.

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

1. Commercial General Liability and Automobile Liability Coverages:

a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; ~~including the City's general supervision of the Provider;~~ products and completed operations of the Provider: and automobiles owned, leased, hired or borrowed by the Provider.

b. The Provider's insurance shall contain broad form contractual liability coverage.

c. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.

d. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.

f. The policies shall contain a waiver of subrogation (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.

6.1 Notice of Cancellation. . Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above required

minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001**. The City project/contract number and project description shall be noted on the certificate of insurance. ~~The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time.~~ The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. ~~Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or~~ Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a

default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. In the event that Provider does not cure such Event of Default within a reasonable time 30 days of receipt of such notice, Upon the giving of notice, the City

may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This [Copy Center Agreement, including Exhibit A, together with the SSA \(collectively, the "Agreement"\)](#) represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty"). A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.12 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.13 Waiver. No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City 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.

9. DURATION

This Agreement shall become effective upon the Purchasing Director's issuance of a formal Notice to Proceed letter, and shall continue in force for an initial term of five (5) years, unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of one (1) additional five (5) year term, upon mutual agreement from both parties. The Purchasing Director of the City has authority to bind the City only for the purpose of renewing the term of this Agreement as described in this section. Notice to Proceed Date: _____

City of Flagstaff

Provider

Kevin Burke, City Manager

Sheryl Snyder,
Services Development Executive

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:

EXHIBIT A

SCOPE OF WORK

Service(s) Provided: Administrative & Account Management

Service Component Work Process Descriptions Service Configuration Parameters Service

Market

Code¹

Customer Interface

The Xerox Account Associate is available on call to provide contracted services to the client.

The Xerox Account Associate shall be available on call to provide contracted services to the client on the following days of the week:

Monday thru Friday.

For 8 hours per day, with standard hours of

Copy Center Representative is expected to work City Hall hours (Summer 7-4, Winter 8-5).

And shall operate 1 standard shift per day. (except standard Xerox and client holidays.)

AAS-

101

Equipment Tracking

Xerox Managed Services shall maintains an equipment listing with each device's model number, serial number and location for all the equipment managed under this contract.

N/A

AAS-

201

Machine Move Coordination

Xerox may coordinate equipment relocations for equipment managed by Xerox Services under this agreement. Client shall be responsible for any applicable move costs incurred for client requested and approved equipment moves.

N/A

AAS-

202

End-user support and training

The Xerox Account Associate shall respond to questions regarding the operation of equipment and provide basic end-user operator support where appropriate

N/A

AAS-

203

Supplies Management Support

Xerox shall coordinate inventory and reorder of client replaceable supplies at client agreed-upon locations.

Xerox shall provide supplies management support for up to 2 Xerox devices and client's 6 Konica Minolta walk-up devices.

At the following locations: 211 W. Aspen Ave.,
Flagstaff, AZ.

**AAS-
204**

**Service Component Work Process Descriptions Service Configuration Parameters Service
Market**

Code₁

Key Operator Support

Xerox shall replenish client replaceable supplies
and provides light output device maintenance (keyop)
at client agreed-upon locations and schedules.
(e.g. clean device exterior and clear jams).

N/A **SM-501**

Meter Read Services

Xerox shall gather and submit meter reads monthly
to the individual or vendor responsible for entering
meter read data into the billing process.

Xerox shall deliver the meter read report to client
specified contacts and client specified vendors.

Xerox shall provide meter reading services for up
to 2 Xerox devices and client's 6 Konica Minolta
walk-up equipment.

At the following locations: 211 W. Aspen Ave.,
Flagstaff, AZ.

In other documented locations covered by this
agreement, Xerox shall facilitate gathering of
client provided meter reads.

CE-207

Reporting

Reporting shall provide client print volume and
usage trends. Reporting shall be customized to
meet new client requirements if mutually agreed
upon by both parties.

Client reporting shall be provided by the Xerox
Services Client Account Manager on a monthly
basis. The Client Account Manager shall develop
and document a reporting communication
schedule with the key customer account contact.

**AAS-
601**

Account Review

Xerox shall hold operations reviews with the client
to:

1. Review reporting results, services
performance against objectives, outstanding
issues, and other agreed-upon agenda items.

2. Review opportunities for improvement.

Account reviews shall be scheduled and
conducted with the client by the Client Account
Manager on a mutually agreeable basis.

CE-604

Customer Satisfaction Survey

The client shall receive regular customer
satisfaction surveys. Surveys are used to measure
equipment, personnel, and managed services
satisfaction.

Xerox Services shall administer customer satisfaction surveys via a 3rd Party on an annual basis at no additional cost to the City.

AAS-700

Other Xerox shall provide tracking of postage meter funds usage and alert client when replenishment is required.

AASA1

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Scope of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Administrative and Account Management Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.

3. These measures are contingent upon the Administrative and Account Management services as set forth in the SOW.

Reporting:

Xerox shall provide regular reporting (on a schedule agreed to with the client) to include print volume and usage

trends for devices covered under this SOW.

Performance Criteria Measurement Description Calculation

Administrative Service

Timeliness

95%

achievement of

administrative

service

timeliness

The Account Associate shall

perform the scheduled

administrative service

(equipment visit, meter reads,

etc.) as agreed to with the

client.

The measurement for

Administrative Service

Timeliness shall be calculated

by dividing the total number of

scheduled administrative

service visits completed on

time by the total number of

administrative service visits

required during each month.

END OF SCOPE OF WORK FOR ADMINISTRATIVE & ACCOUNT MANAGEMENT SERVICES

Service(s) Provided: Mail, Distribution and Fulfillment

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code 1

Standard Incoming & Outgoing USPS and

Express Mail Services

Xerox shall manage all incoming and outgoing US Postal Service mail and Express Mail. Xerox shall implement optimized processes to meet the client's requirements as contracted.

Standard Mail Services shall not include opening mail or packages. Please see the service component entitled "Opening Incoming Mail, Packages, and Courier Deliveries" for details on this capability.

Incoming Mail

Inbound mail shall be sorted to cart in delivery sequence by product and priority:

First class (letters and flats)

USPS Accountable (Certified, Registered)

Parcels

Standard mail

Look up mail / Quality mail

Mail volumes shall be recorded by container type.

Incoming Air Express Mail

Record accountable mail information in a log: citing date, product type, bar code identifier, recipient name, and time.

Mail shall be sorted by delivery sequence and prepared for distribution on scheduled delivery runs.

Deliver express mail shall be on demand if explicitly required by client.

Mail Distribution

Client shall pick-up their USPS and Express mail.

Outbound USPS Mail

Outbound mail shall be delivered to mailcenter metering area.

Outbound mail shall be sorted by product, category, weight, size, and international.

Quality checks shall be performed for

General (each location)

Employee population served at location: 300

Days of operation : Monday through Friday

(Summer 7-4, Winter 8-5).

Hours of operation : 9:00am – 3:00pm (which includes simultaneous print production operation).

Holiday staffing requirement: None.

List of holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

Description of unusual peak processing periods: After a holiday.

Physical

Number of buildings served 1.

Mail shall be sorted into clear mail boxed in the mailroom and picked-up by end users.

Number of mail stops serviced: 0

Maintenance scheduling of customer provided equipment shall be performed by Xerox Employee

Incoming Mail

Average USPS volume envelopes 1500 per day.

Average USPS volume flats 20 per day.

Time of first mail pickup at post office
2:30pm

Time of USPS Delivery: Between 10:00am and 11:00am

Percent of Total Mail that is picked up at post office: 30%

Are post office boxes or locked boxes used?
(Y/N): Yes

Number of Post Office Boxes used 2

Number of Locked Boxes used 0

Percent of total incoming mail presorted by
PO boxes and lock boxes 30%

Average Incoming newspaper volume 5 per
day.

Time(s) newspapers and periodicals arrive for
distribution: 7:00 am

Average Volume of internal mail: 10 per day.

MS-200

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code 1

outbound mail including proper address,
envelope integrity and proper seal.

Metered mail shall be metered by postal
classifications.

Posted mail shall be placed in appropriate
containers.

Mail volumes and postage shall be recorded at
the end of each day.

Mail shall be staged for pick up by USPS or
delivery to USPS.

Outgoing Air Express Mail

Collect outgoing air express mail on mail
collection runs.

Express mail shall be separated by type: (e.g.
Airborne, FedEx, Other vendors).

Quality checks shall be performed on
shipments.

Process shipments.

Shipments in vendor pick up area shall be
staged for pick up.

Volumes by vendor shall be recorded.

Local Delivery Services

Manage and track packages shall be
distributed through local delivery services.

Problem Resolution

Mail problems shall be traced and resolved
with USPS, express, and local delivery
services.

Reporting

Charge-back reporting shall be provided for
postage, air express, and local delivery as
required by client and mutually agreed to by
Xerox.

Accountable Mail (Messenger, Overnight,
Certified, Registered, Express and Facsimile)

Average Inbound volume: 20 per day
Arrival times for the three largest carriers:

Carrier 1 FedEx arrival time:9:30
am/11:00am

Carrier 2 UPS arrival time: 12:00pm and
3:30pm.

Carrier 3 On-Trac arrival time: 12:00pm
% of total carrier deliveries by carrier

Carrier 1 FedEx Percent of Total: 50%

Carrier 2 UPS Percent of Total: 45%

Carrier 3 On-Trac Percent of Total: 5%

Mail Distribution

End users shall be responsible for picking up
their incoming mail from the clear boxes next
to the mailroom window.

Mailroom associate shall e-mail end user to
pick up accountable mail.

The end users shall be responsible for getting
mail to the mailroom in time for outgoing pick
up.

Outbound USPS Mail

The end users shall be responsible for getting
mail to the mailroom in time for outgoing pick
up.

Postage spoilage shall be handled by Xerox.

**Average USPS outgoing volume envelopes
300 per day.**

Incoming Mail and Package Opening Services

All incoming PO Box mail shall be opened
prior to end-user pickup.

Incoming Mail, Packages, and Courier Deliveries
shall be opened only if the recipient is unknown
and considered "Mystery Mail".

Xerox "Suspicious Package" Policy and

General:

This process is both mechanical and manual.

The client shall identify mystery mail
recipients. (i.e., an Executive List, Mystery
Mail, Department List, etc.)

Percentage of mail to be opened randomly:
0%

MS-202

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code 1

Procedures shall be followed.

Incoming mail and packages shall be opened,
the contents removed from the envelope or
package, and the contents replaced in the
envelope or package.

Mail and/or packages opened for the client
shall be resealed by Xerox before delivery to
the addressee.

A stamp or label shall be affixed to the
resealed mail or package, with the legend

"Resealed by Xerox."

Profiles of Types of mail to be opened:
Addressee is only City of Flagstaff

Average number of pieces of mail to be
opened and resealed per day: 10

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources – Staffing, Recruiting, and Development

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Definitions:

1. Timeliness: The duration between the pick-up and delivery to the designated delivery point (box, department or central drop off point) of mail or packages by the Account Associate in accordance within the negotiated time.
2. Delivery Accuracy: Mail and/or packages are received by the appropriate end-user at the designated location.
3. Incoming: Time and date when an item is logged in as received by Xerox personnel.
4. Outgoing Time and date when an item is logged out as shipped by Xerox personnel.
5. Same Day Delivery: Item arrives at the destination the same day as it was shipped out.
6. Kit Fulfillment Accuracy: The assembly of a package according to a client's bill of materials (BOM).
7. Bill of Materials (BOM): A written list of items to be placed, with their sequence, into a unique package.
8. Incoming Fax Delivery: The date and time of the drop-off of the fax to the designated recipient.
9. Outgoing Fax Transmission: The date and time of the send transmission initiation to the designated recipient.
10. Receipt of Incoming Fax: The date and time the last page of the fax is received in the Fax Center.
11. Receipt of Outgoing Fax: The date and time the fax is logged in at the Fax Center.
12. Fax Center: The staffed Xerox location where facsimiles are processed.

Assumptions:

1. The Service Configuration Parameters (“Parameters”) set forth in this Scope of Work (“SOW”) have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance (“SOP”) set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.

2. This SOW (and its SOP) applies to Mail, Distribution, & Fulfillment Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.

3. The accuracy calculation requires maintaining a complaint log, which should contain the date, time, complainant and nature of complaint.

Reporting:

Xerox shall provide a monthly report for mail, distribution and fulfillment service accuracy and timeliness.

Performance Criteria Measurement Description Calculation

Incoming Mail &

Packages:

Delivery Timeliness

95% On-time Mail and packages received for delivery shall be delivered according to standard times agreed to with the client.

The measurement for Incoming Delivery Timeliness shall be calculated by dividing the total number of deliveries completed on time by the total number of deliveries completed on a monthly basis.

Performance Criteria Measurement Description Calculation

Incoming Mail &

Packages:

Delivery Accuracy

95%

Accuracy

Mail and packages received shall be delivered to the addressee on the package or envelope.

The measurement for accuracy shall be calculated by dividing the total number of pieces delivered minus the total number of documented delivery complaints by the total number of pieces delivered on a monthly basis.

Example: Total Number of Pieces

Delivered = **20,000**

Total # of Documented Complaints = **7**

(20,000 – 7) / 20,000

= 19,993 / 20,000 = 99.97%

Outgoing Mail,

Packages & Kits:

Shipping Timeliness

95% On-time Individual mail pieces and packages received for shipment shall be mailed/shipped according to standard times agreed upon with the client.

Mailing/shipping of single pieces shall occur the same day as they are received as long as the item is received no later than 1 hour prior to scheduled pick-up by external delivery service.

Fulfillment shipment turnaround times shall be negotiated with the client depending on the requirements of the job ticket. The measurement for Outgoing Shipment Timeliness shall be calculated by dividing the number of pieces shipped on time by the total number of pieces received for shipment on a monthly basis.

END OF SCOPE OF WORK FOR MAIL, DISTRIBUTION AND FULFILLMENT SERVICES

Service(s) Provided: Document Production and Publishing

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code₁

Operations Administration

Xerox Account Associates shall perform operational and job administration processes as outlined below:

PPS-

100

Customer Interface/Job Receipt

The Xerox Account Associate shall serve as the point of contact to receive and enter customer jobs, review job requirements, and provide customer consultation as required.

Site production facilities shall be open on the following days of the week: Monday thru Friday.

For 8 hours per day, with standard hours of 8:00am to 5:00pm. (which include simultaneous mailroom operation).

Copy Center Representative is expected to work City Hall hours (Summer 7-4, Winter 8-5).

And shall operate 1 standard shift per day.

In the event that Xerox shall work overtime, Xerox shall notify City of Flagstaff management in advance for approval.

PPS-**101****Job estimating, scheduling, and tracking**

The Xerox Account Associate shall schedule and manage the document manufacturing process, which includes:

- Job entry

- Requirements confirmation

- Capacity planning

- Document manufacturing workflow planning

- Quality control

- Packaging specifications

- Delivery execution

Client job tickets shall be tracked from receipt to delivery.

Job turnaround times shall be measured either from the receipt of production-ready customer files and complete job specifications or from time of customer proof approval if proofing is required, to the completion of the job specification.

Standard production jobs will normally be completed within 8 business hours from receipt of print ready files and complete job specifications. Large jobs can have up to a two week turnaround time. These jobs will be discussed with the client and a completion deadline is agreed upon.

However, turnaround time for a given job may be negotiated, subject to job complexity, production backlog, priority job backlog, and resource availability.

Rush production jobs shall be completed in 4 business hours from receipt of print-ready files and complete job specifications, assuming resource availability and capacity to produce the requested volume.

Rush Production Jobs shall not to exceed 10 % of total requests.

Description of unusual peak processing periods:

Every June which is the end of the fiscal year.

Turnaround time shall be subject to the measurement described in the Standards of Performance herein, maximums described herein, equipment availability & uptime.

PPS-**102****Service Component Work Process Descriptions****Service Configuration Parameters****Service****Market****Code₁****Incidental Vending and Procurement**

Xerox Account Associate(s) shall engage, manage, and procure from appropriate third party suppliers to support jobs requiring special materials and /or external services.

Turnaround times for jobs requiring procurement of materials or services shall be negotiated individually.

Turnaround time shall be subject to the measurement described in the Standards of Performance herein.

PPS-

103

Client Problem Resolution

Support resources shall be available during normal working hours to facilitate resolution of production or technical problems and enhance uptime. A problem resolution process shall be developed and mutually agreed upon with the customer.

N/A

PPS-

104

Quality Assurance

Document quality shall be checked before, during, and after each production run of a job. If required, unique customer quality specifications shall be agreed upon, documented and checked against. Overall Job Accuracy service levels shall be set forth in the Standards of Performance herein.

PPS-

105

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code¹

Document Production & Publishing Operations

Document Production and Publishing operational processes are outlined below:

PPS-

200

Image Scanning

Images shall be scanned from photographic originals or hard copy materials for use in printed documents or web presentment. Scanning resolution and color depth shall be optimized for the desired application.

Average number of scans: per shift 100

per week 500

Maximum number of scans: per shift 200

per week 1000

Maximum scan resolution required 600dpi

Maximum size of originals 8 ½ x 11

PPS-

205

Proofing

Xerox Account Associates shall produce job samples (proofs) for customer review and approval when requested before beginning a client's job.

Turnaround times for proofs from productionready customer files shall be negotiated for each job based on resource availability and job priority.

Turnaround time shall be subject to the measurement described in the Standards of Performance herein.

PPS-

206

Production Black & White Printing & Copying

Xerox Account Associates shall configure and manage production printers and copiers using appropriate resources for each job. Associates shall configure job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.

Maximum Job requests: Monthly 100

Shift 5

Maximum Impression Volume: Monthly 24,000

Per Shift 1500

Average Job requests: Monthly 40

Per Shift 2

Average Impression Volume: Monthly 12,000

Per Shift 550

One impression is defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.

Cost per page: \$0.0049 or \$.0098 for double sided.

PPS-

300

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code¹

Production Color Printing & Copying

Xerox Account Associates shall configure and manage production printers and copiers using the appropriate resources for each job. Color printing systems shall be calibrated on a periodic basis. Associates shall configure color job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.

Maximum Job requests: Monthly 45

Shift 2

Maximum Impression Volume: Monthly 10,000

Per Shift 500

Average Job requests: Monthly 20

Per Shift 1

Average Impression Volume: Monthly 5,000

Per Shift 250

One impression shall be defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.

Cost per page: \$0.0487 or \$.0974 for double sided.

Note:

Pantone color matches shall not be guaranteed as many Pantone colors are outside of the processcolor printing spectrum.

PPS-

301

Walk-up / Convenience Document Production and Copying

Xerox shall receive and process walk-up requests for multi-set printing and copying of office documents. Walk-up jobs shall be distinguished from production jobs, as they typically require unscheduled production of customer office documents.

Normal walk-up-job turnaround time shall be 8 business hours, from receipt of correct and accurate data, files, and originals and complete job specifications.

Actual walk-up turnaround times shall be agreed upon at time of receipt, and subject to resource availability and workload. Turnaround time shall be subject to the measurement described in the Standards of Performance herein

PPS-

350

Output Delivery

Deliver output to client.

Output shall be delivered via (*check all that apply*)

X Pickup

☐ Mailing and Shipping

☐ On-site delivery

Number of locations to deliver to: 0

Local Delivery within radius of 0 miles

PPS-

401

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code₁

Finishing

Printed documents shall be finished to the desired configuration. The Xerox Account Associate shall provide finishing services as outlined below:

F-100

Folding

Max number of sheets folded per shift: 50

Average number of sheets folded per shift: 20

Max number of folds per sheet: 2

Max unfolded sheet dimensions: 11 x 17

F-101

Envelope Insertion

Max number of envelopes per shift: 2500

Average number of envelopes per shift: 500

Max envelope dimensions: 4 ½ x 9 ¼

F-102

Stapling

Max sets per shift: 50

Average sets per shift: 25

with maximum page counts of 100 pages per set

F-103

Coil/Wire-O Bind

Max binds per shift: 50
Average binds per shift: 25
With bind sizes of 6mm to 33mm

F-106

Manual Finishing (Binder stuffing, tab insertion, collating, folding, etc)

Manual Finishing details and volumes described here: Print, collating and inserting tabs.

F-112

Laminating

Max sheets laminated per shift 50
Average number of sheets laminated per shift 25

F-114

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available, as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Definitions:

1. Completed Job: The job is considered completed based on the delivery process negotiated between Xerox and the customer. For example, the job may be considered completed when the Document Production Center calls the end user and notifies them, or when the job physically arrives at the end user's desk.

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of

Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such

service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties shall meet to discuss appropriate actions to address the situation.

2. This SOW (and its SOP) applies to Document Production and Publishing Services only. Any other Service

provided under this Agreement shall be reflected in a separate SOW.

Reporting:

Xerox shall provide a monthly report for job turnaround time and job accuracy.

Performance Criteria Measurement Description Calculation

Job Turnaround Time 95%

On Time

Upon receipt of job ticket, the Document Center shall produce the job within the agreed upon turnaround time.

The measurement for Turnaround Time shall be calculated by dividing the number of jobs completed on time by the total number of jobs during each month.

Job Accuracy 95%

Job Acceptance

The Document Production Center shall produce the job based on the end user's specifications.

The measurement for Job Accuracy shall be calculated by dividing the total jobs accepted by the end user by the total jobs processed during each month.

END OF SCOPE OF WORK FOR DOCUMENT PRODUCTION AND PUBLISHING SERVICES

SERVICES AND SOLUTIONS AGREEMENT FOR XEROX PROVIDED EQUIPMENT AND TECHNICAL SERVICE

THIS SERVICES AND SOLUTIONS AGREEMENT FOR XEROX PROVIDED EQUIPMENT AND TECHNICAL SERVICE No. 7139535 ("SSA" or "Agreement") is between CITY OF FLAGSTAFF ("Customer") and Xerox Corporation ("Xerox").

This SSA applies only to Equipment and Services supplied by Xerox pursuant to an Order, including routine maintenance of such Equipment. This SSA does not apply to existing Customer equipment located on Customer property.

This SSA is supplemental to the Services Agreement for Copy and Center and Mailroom Services ("Copy Center Agreement") between the parties executed concurrently herewith. (The SSA and Copy Center Agreement are collectively referred to as the "Agreement"). In the event of any conflict between the Copy Center Agreement and the SSA, the Copy Center Agreement shall control, as set forth in Section 1 of the Copy Center Agreement.

1. **SCOPE AND STRUCTURE.** This SSA sets forth the terms and conditions under which Customer may establish one or more Services Contracts for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. Each Services Contract under this SSA constitutes a separate contract and will be assigned its own Services Contract Number consisting of the above SSA number followed by a three digit extension. Each Services Contract will be established when Customer submits and Xerox accepts the first Order with a new Services Contract Number. Customer may add Services, Maintenance Services or Deliverables to an existing Services Contract by issuing additional Orders referencing the applicable Services Contract Number. Each Services Contract will consist of the applicable terms and conditions of this SSA, the first Order and each additional Order with the same Services Contract Number. Xerox may provide Services and/or Products through its U.S. affiliates. Capitalized terms are defined in Section 25 unless defined where first used.
2. **ORDERS.**
 - a. Orders may consist of Services and Solutions Order (SSOs), Statements of Work (SOWs), and/or Purchase Orders (POs). Each Order must reference an applicable Services Contract Number. Unless otherwise provided in an SSO, terms and conditions of such SSO are applicable to all Orders constituting the applicable Services Contract. Customer POs are for order entry purposes only and will be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such PO at variance with or in addition to the applicable Services Contract.
 - b. Xerox may accept an Order either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.
 - c. Orders may be submitted by hard copy or, in the case of SSOs or POs, by electronic means, and those submitted electronically will be considered (i) a "writing" or "in writing"; (ii) "signed"; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) a valid and enforceable Order.
3. **TERM.**
 - a. This SSA is effective when signed by Xerox and, unless terminated by either party upon 90 days written notice, continues for 60 months. If this SSA expires or is terminated, each Services Contract will (i) remain in effect until the expiration or termination of all Orders constituting such Services Contract, and (ii) be governed by the terms and conditions of this SSA as if it were still in effect.
 - b. The term of each Order will be set forth in such Order. If an Order is terminated, the term of remaining Orders will continue unaltered.
 - c. Except as otherwise provided in an SOW or unless either party provides notice of termination at least 30 days before the end of its term, an Order will automatically renew on a month-to-month basis.
4. **PERSONNEL.** Xerox personnel engaged hereunder will comply with Customer's internal security and safety policies that (a) are provided to Xerox in writing, (b) are reasonable and customary, and (c) do not conflict with the applicable Services Contract. Customer will provide Xerox with reasonable prior written notice of such policies and any changes thereto. During the term of this SSA and for a period of 1 year thereafter, neither party will, directly or indirectly, actively solicit the employment of the other party's personnel (including their supervisors) and agents engaged under a Services Contract. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment will not be considered active solicitation. The sole remedy for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the breaching party equal to the individual's then current annual salary (or the fees paid to an agent in the previous 12 months), within 30 days of the start date of the individual. Xerox is an independent contractor hereunder.
5. **[RESERVED]**
6. **PRICING, PAYMENT, AND TAXES.**
 - a. **PRICING.** Pricing will be as shown in an Order. Services requested and performed outside Customer's standard working hours will be at Xerox's then-current overtime rate.
 - b. **PAYMENT.** Invoices are payable upon receipt and payment must be received within 30 days after the invoice date. For any payment not received within 10 days of its due date, Customer will pay a late charge equal to the greater of 5% of the amount due or \$25. Restrictive covenants will not reduce Customer's obligations. If the provision of Services, Products and/or Maintenance Services begins partially and/or early, Xerox will bill Customer on a pro rata basis, based on a 30-day billing month.

- c. **TAXES.** Customer will be responsible for all Taxes. Taxes will be included in Xerox's invoice unless Customer provides proof of Customer's tax exempt status.
7. **DEFAULT AND REMEDIES.** Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this SSA, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (b) any applicable ETCs, as set forth in the applicable SSO, are as follows: the monthly equipment component (MEC) of \$218 for a WC7775P-Work Centre 7775 and \$360 for a D95CP Copier/Printer x the number of months remaining.
8. **CONFIDENTIAL INFORMATION.** Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth herein will expire 1 year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, confidentiality obligations with respect to Xerox Work, Xerox Tools and Xerox Client Tools will not expire unless (a), (b) or (c) above become applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, including, but not limited to, computer programs, source code, and algorithms. Customer will only disclose the same pursuant to a separate written agreement. Upon expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.
9. **INTELLECTUAL PROPERTY.** Customer represents and warrants that (a) it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to use same to perform Services, and (b) Customer Content will not contain content that (i) is libelous, defamatory or obscene, (ii) violates any applicable laws, regulations, or (iii) infringes any third party rights. Customer acknowledges and agrees that Xerox does not undertake any obligation or duty whatsoever to determine whether Customer Content may be duplicated without violating a third party's copyright. Xerox, its employees, agents and/or licensors will at all times retain all rights to Xerox Work, Xerox Client Tools and Xerox Tools and, except as expressly set forth herein, no rights to Xerox Work, Xerox Client Tools or Xerox Tools are granted to Customer. If required for royalty reporting purposes, Xerox may disclose Customer's name and address to the third party licensor of certain Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, but Customer will have no rights to use, access or operate the Xerox Tools. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services. If Xerox Client Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services. Customer agrees not to decompile or reverse engineer any Xerox Work, Xerox Client Tools or Xerox Tools. Xerox grants Customer a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer may not sublicense any rights granted to Customer hereunder, but may authorize a third party ("Designee") to use such rights, solely for Customer's benefit and Customer's internal business purposes. Any Designee operating or maintaining the delivered solution must be subject to written confidentiality obligations with respect to Confidential Information that are no less restrictive than those set forth in this SSA. Output of Services is Customer's sole and exclusive property and Xerox will have no rights therein, except as may be required for Xerox to perform Services. Assessments are provided for Customer's internal business use only, and not for resale, license and/or distribution outside of Customer's organization and the implementation of Assessments may not be performed by any third party. Except as expressly set forth in this Section, no other rights or licenses are granted to Customer. Any rights or licenses that are granted to Customer will immediately terminate if Customer defaults with respect to any of Customer's obligations related to such rights or licenses. Xerox reserves the right to terminate such rights or licenses if Customer defaults under any other obligation under a Services Contract.
10. **CUSTOMER RESPONSIBILITIES.**
- Customer will (i) provide the Customer Assets that Xerox needs to perform the Services and (ii) grant sufficient rights to enable Xerox and its agents to use all Customer Assets and Customer Content.
 - Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment.
 - Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Services are being performed.
 - During the term of an Order, Customer will permit access to Customer personnel that Xerox needs to perform the Services.
 - Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense and

must be disclosed to and approved by Customer in advance. Delivery and removal charges are included in the prices set forth in the Copy Center Agreement, unless otherwise agreed to by the parties.

- f. Customer will legally dispose of all hazardous wastes generated from its performance under this Agreement.

11. EARLY TERMINATION.

- a. Equipment. Equipment included in an Order is being provided for the entire term of the Order. If, prior to the expiration of an Order, Customer terminates Equipment or requires Equipment to be removed or replaced, or Xerox terminates the applicable Order due to Customer's default, Customer will pay all amounts due as of the termination date and the ETCs set forth in the applicable SSO.
- b. Services. Unless otherwise set forth in an SOW, Customer may terminate or reduce any Services upon 90 days prior written notice without incurring ETCs.

12. INDEMNIFICATION.

- a. Except as specifically set forth below with regard to intellectual property, Xerox's indemnification obligations shall be as set forth in the Copy Center Agreement.
- b. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to 12.c. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Excluded herein are claims arising from or relating to: (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) Services performed, or Deliverables provided, to Customer's direction, specification or design, (iii) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or products; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox; and (vi) breach of Customer's representations and warranties in Section 9(b). If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: (w) obtain for Customer the right to continue to use such Services or Deliverables; (x) modify such Services or Deliverables so they are non-infringing; (y) replace such Services or Deliverables with non-infringing ones; or (z) terminate and/or accept the return of such Deliverables and refund to Customer any amount paid, less the reasonable rental value for the period such Deliverable was available to Customer.
- c. Customer, at its expense, if promptly notified by Xerox and given the right to control the defense, will defend Xerox from, and pay any settlement agreed to by Customer or any ultimate judgment for, all third party claims arising out of or related to Section 12.b(i)-(vi).
- d. The indemnifying party is not responsible for any litigation expenses of the indemnified party or any settlements unless it pre-approves them in writing.

13. LIMITATION OF LIABILITY. Xerox will not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the 12 months prior to the claim or \$50,000, whichever is greater; and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this SSA or any Order hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability is not applicable: (a) to any specific indemnification obligations set forth in this SSA; including liability for bodily injury or personal injury or (b) where either party has (i) exceeded the rights to the other party's intellectual property granted to it under this SSA, or (ii) misappropriated or infringed the other party's intellectual property under this SSA.

14. ASSIGNMENT. Customer may not assign any of its rights or obligations hereunder. Xerox may assign this SSA and any Orders hereunder, in whole or in part, with written notice to Customer and may release information Xerox has about Customer to an assignee. Each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this SSA. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim or setoff that Customer may have or claim against Xerox against any assignee of Xerox.

15. FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control. The affected party will notify the other party of each such circumstance.

16. MAINTENANCE SERVICES.

- a. The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order. Except for Equipment identified as "No Svc," Maintenance Services will be provided for the Equipment during Xerox's standard working hours in areas open for repair service. Maintenance Services excludes repairs due to: (v) misuse, neglect or abuse; (w) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (x) use of options, accessories or products not serviced by Xerox; (y) non-Xerox alterations, relocation, service or supplies; or (z) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts

become Xerox's property. Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. Notwithstanding anything to the contrary herein, Xerox will have no obligation to replace Equipment beyond its end of service date. There will be no additional charge for the replacement Equipment during the initial Term. Unless the applicable Order requires Xerox to provide meter readings, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading for Equipment not capable of Remote Data Access, or for which Remote Data Access is interrupted, Xerox may reasonably estimate the reading and bill Customer accordingly.

- b. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment and/or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured, original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
 - c. **PC/WORKSTATION REQUIREMENTS.** For Equipment requiring connection to a PC or workstation, Customer must use a PC or workstation that either (i) has been provided by Xerox, or (ii) meets Xerox's published specifications.
17. **CONSUMABLE SUPPLIES INCLUDED.** If specified in an Order or the Copy Center Agreement, Xerox will provide Consumable Supplies for Equipment. Consumable Supplies are Xerox's property until used by Customer, and Customer will (a) use them only with the Equipment included in the applicable Order, (b) return all Cartridges to Xerox as provided herein, and (c) at the end of the term of the applicable Order, return any unused Consumable Supplies to Xerox at Xerox's expense using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. If Xerox provides paper under a Services Contract, upon 30 days notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.
18. **EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment supplied by Xerox in its performance of this Agreement will be either: (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the manufactured status of Third Party Hardware.
19. **TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery; provided, however that Customer will not be liable for loss or damage to the extent arising from Xerox's actions in the performance of its obligations under this Agreement. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee; provided that Xerox gives Customer's Risk Manager sufficient information for insurance purposes. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.
20. **WARRANTIES AND DISCLAIMERS.**
- a. **SERVICES WARRANTY.** Xerox warrants to Customer that the Services will be performed in a skillful and workmanlike manner. If the Services do not comply with the service levels in an applicable SOW, Customer will notify Xerox in writing detailing its concerns. Within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan"). As Customer's exclusive remedy for such non-compliance, Xerox will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.
 - b. **THIRD PARTY PRODUCT WARRANTY.** For Third Party Products selected solely by Xerox for an Order, Xerox warrants they will operate substantially in conformance with applicable service levels in the SOW and to perform the Services set forth in the Copy Center Agreement. If, within a reasonable time after provision of such Third Party Products, they cannot be brought into substantial conformance with all required services levels, and such non-conformance is a result of Xerox's use of such Third Party Products, Customer's exclusive remedy for Xerox to provide a refund of any fees paid for the non-conforming Third Party Products upon their return to Xerox.
 - c. **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED; AND XEROX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTIES RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH CUSTOMER'S SYSTEMS.
 - d. The warranties set forth in this SSA are expressly conditioned upon the use of the Services and Deliverables for the purposes for which they were intended or designed, and do not apply to Services or Deliverables subjected to misuse, accident, alteration or modification by Customer or any third party (except as specifically authorized in writing

by Xerox). In no event will Xerox be responsible for any failure to perform Services caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to perform its obligations under Section 10.a. or b.

21. SOFTWARE TERMS.

- a. **SOFTWARE LICENSE.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (i) Base Software only with the Equipment with which it was delivered; and (ii) Application Software only on any single unit of Equipment for as long as Customer is current in the payment of all applicable software license fees. Customer has no other rights to Software. The Base Software license will terminate; (y) if Customer no longer uses or possesses the Equipment; or (z) upon the expiration of any Order under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement. Third Party Software is subject to license and support terms provided by the vendor thereof.
 - b. **SOFTWARE SUPPORT.** For Base Software, Software Support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking customer orders for the subject Equipment model. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for the current Release and the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. Feature Releases will be subject to additional license fees at Xerox's then-current pricing. Each Release will be considered Software governed by the provisions of this Section 21 (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase Software license and support fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.
 - c. **DISABLING CODE.** Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) Customer is notified of a default under a Services Contract; or (iii) Customer's license is terminated or expires.
 - d. **DIAGNOSTIC SOFTWARE.** Diagnostic Software is a valuable trade secret of Xerox. Xerox does not grant Customer any right to use Diagnostic Software. Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.
 - e. **TITLE AND RIGHTS.** Title and all intellectual property rights to Software and Diagnostic Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of Section 21.a). Customer will not, and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer Software or Diagnostic Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) access or disclose Diagnostic Software for any purpose.
22. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using Remote Data provided through Remote Data Access. Remote Data Access also enables Xerox to transmit to Customer Releases for Software and remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above.
23. **DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
24. **MISCELLANEOUS.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox. In any action to enforce this SSA or any Services Contract hereunder, the parties agree to the jurisdiction and venue of the federal or state courts in Coconino County, Arizona and to waive their right to a jury trial. If a court finds any term of this SSA or any Services Contract to be unenforceable, the remaining terms of this SSA and the Services Contract will remain in effect. The delay or failure by either Party to enforce any right or remedy under this SSA or any Services Contract will not constitute a waiver or forgiveness of such right or remedy. Either party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which will be admissible in any action to enforce it. Except for documentation of Equipment replaced by Xerox for reasons

other than trade-in, all changes to this SSA or any Order will be made in an amendment signed by both parties. Customer represents that: (a) it has the lawful power and authority to enter into this SSA, (b) the person signing this SSA or any Order is duly authorized to do so, (c) entering into this SSA will not violate any law or other agreement to which it is a party, (d) it is not aware of anything that will have a material negative effect on its ability to satisfy its payment obligations under this SSA or any Services Contract, and (e) all financial information it has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party will promptly notify the other, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The following four clauses will control over every other provision in a Services Contract: (w) Customer and Xerox will comply with all laws applicable to the performance of its obligations hereunder, (x) in no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, (y) any part of a Services Contract that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Services Contract to the maximum amount allowed by law, and (z) if in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or refunded to Customer.

25. DEFINITIONS.

- a. "Application Software" means software and accompanying documentation identified in an Order as "Application Software."
- b. "Assessments" means assessment and recommendation reports created by Xerox in the performance of assessment Services.
- c. "Base Software" means software and accompanying documentation provided with Equipment.
- d. "Cartridges" means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.
- e. "Confidential Information" means this SSA, Orders and certain business information identified as confidential that each party may disclose to the other. Customer Content is considered Customer Confidential Information. Xerox Work, Xerox Tools and Xerox Client Tools are considered Xerox Confidential Information.
- f. "Consumable Supplies" means black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies also includes, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits.
- g. "Customer Assets" means all hardware, software and or workspace owned, leased, rented, licensed and/or controlled by Customer, and any services used by Customer that Xerox needs to use or access to enable Xerox to perform the Services.
- h. "Customer Content" means documents, materials and data provided in hard copy or electronic format by Customer to Xerox containing information about Customer and/or Customer's clients.
- i. "Deliverables" means Products, Output of Services, Assessments and Documentation.
- j. "Developments" means items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services.
- k. "Diagnostic Software" means software used by Xerox to evaluate or maintain the Equipment.
- l. "Documentation" means all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for Customer's use as part of the Services.
- m. "Eligible Affiliate" means any domestic entity which controls, is controlled by, or is under common control with Customer. Control (including the terms controls, controlled by and under common control with) means direct or indirect power to direct the management and policies of an entity.
- n. "Equipment" means Xerox-brand equipment.
- o. "ETCs" means early termination charges paid by Customer in the event of early termination, for loss of bargain and not as a penalty, as more fully defined in this SSA and the applicable SSO.
- p. "Feature Releases" means new releases of Software that include new content or functionality.
- q. "Maintenance Releases" or "Updates" means new releases of Software that primarily incorporate compliance updates and coding error fixes.
- r. "Maintenance Services" means the services provided by Xerox (or a designated servicer) to keep the Equipment in good working order; including Customer-implemented remedies identified at Xerox.com and telephone support provided by Xerox to Customer.
- t. "MMC" means the Monthly Minimum Charge identified in an Order which, along with any Additional Impression Charges, covers the cost for the Services, Products and Maintenance Services. The MMC may also include lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, and Amortized Services. One-time items are billed separately from the MMC.
- t. "Order" means any (i) SSO, (ii) SOW which references an applicable Services Contract Number and is signed by Customer and Xerox, or (iii) PO.

- u. "Output of Services" means electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but does not include software.
- v. "PO" means a Customer-issued purchase order accepted by Xerox that references an applicable Services Contract Number.
- w. "Pre-existing Work" means items used or incorporated into the Services or Deliverables, or developed or acquired by Xerox independent of performing the Services.
- x. "Products" means, collectively, Consumable Supplies, Equipment, Software and Third Party Products.
- y. "Releases" means, collectively, Maintenance Releases, Updates and Feature Releases.
- z. "Remote Data" means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services and product improvement/development purposes.
- aa. "Remote Data Access" means electronic transmission of Remote Data to or from a secure offsite location.
- bb. "Services" means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, imaging and language translation services.
- cc. "Services Contract" means this SSA together with one or more Orders designated by the same Services Contract Number.
- dd. "Services Contract Number" means a 10 digit number assigned by Xerox to each Services Contract.
- ee. "Software" means Application Software and Base Software.
- ff. "Software Support" means the support and maintenance of software provided by Xerox (or a designated servicer).
- gg. "SSO" means a Services and Solutions Order issued by Xerox pursuant to this SSA.
- hh. "SOW" means a statement of work describing Services and Deliverables which (i) is incorporated by reference into an SSO, or (ii) references an applicable Services Contract Number and is signed by Customer and Xerox.
- ii. "Taxes" means all taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this SSA or any Order hereunder or the amounts payable to Xerox under this SSA or any Order. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, or taxes on Xerox's income.
- jj. "Third Party Funds" is defined in Section 11.c.
- kk. "Third Party Hardware" means non-Xerox brand equipment.
- ll. "Third Party Products" means, collectively, Third Party Hardware and Third Party Software.
- mm. "Third Party Software" means non-Xerox brand software.
- nn. "U.S." means the United States and its territories and possessions.
- oo. "Xerox Client Tools" means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) that are owned by Xerox and are licensed to Customer for its use under an accompanying click wrap license agreement.
- pp. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.
- qq. "Xerox Work" means, collectively, Developments and Pre-Existing Work.

FLAGSTAFF, CITY OF

XEROX CORPORATION

Signature

Signature

Name (please print)

Name

Title

Title

Address

Address

Date

Date

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Neil Gullickson, Planning Development Manager
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Approval of Final Plat for TLC PC AZ, LLC., for a final plat of The Estates at Pine Canyon, Unit 5, a 47-lot, single-family residential subdivision. The site is 29.9 acres in size and located at 3851 South Clubhouse Circle in the Pine Canyon subdivision. The site is zoned R1, Single-Family Residential.

RECOMMENDED ACTION:

Staff recommends approval of the Final Plat, and authorize the Mayor and City Clerk to sign both the plat and City Subdivider Agreement.

Policy Decision or Reason for Action:

Title 11: General Plans and Subdivisions, Section 11-20.70.030.F indicates that approval of the final plat receives approval by the City Council provided the Council finds that the Final Plat meets the requirements of the zoning code and the Engineering Design Standards and Specifications. Subsidiary Decision Points: None

Financial Impact:

Not applicable to this proposal.

Connection to Council Goal:

Retain, expand, and diversify economic base
Zoning Code check in and analysis of the process and implementation

Has There Been Previous Council Decision on This:

The City Council reviewed and approved the preliminary plat at its meeting of September 17, 2013.

Options and Alternatives:

- 1) Approve the final plat.
- 2) Approve the plat subject to no conditions, add conditions, or modify the conditions.
- 3) Deny approval of the plat based on non-compliance with the zoning code, and/or the Flagstaff Engineering Design and Constructions Standards and Specifications.

Background/History:

The Pine Canyon development is located along the south edge of John Wesley Powell Boulevard (JWP) and is accessed from Lake Mary Road via JWP and from the north by Lonetree Road. Pine Canyon functions as a residential subdivision with country club amenities including golf, swimming and a clubhouse.

In 1987, the City of Flagstaff annexed 445 acres of land into the city limits in conjunction with a 752 acre development known as Fairway Peaks. The proposed development included 1,433 single-family dwelling units, 150 apartments, undefined commercial uses on 10 acres and an 18-hole golf course/clubhouse and maintenance facility. At the same time, the City amended the *Growth Management Guide 2000* from Urban Reserve to the various land use categories represented today. The property was conditionally rezoned from the RR district to several different residential and commercial districts in 1987.

In June of 2000, the Council approved a rezoning request and development agreement allowing the development of 210 condominiums, 125 affordable manufactured housing units, 242 estate twin house units, 524 estate homes, 23,550 sq ft of private clubhouse and recreational facilities, 12,000 sq ft in maintenance and storage facilities, and 220 acres dedicated for an 18-hole golf course with accessory facilities located on roughly 660 acres referred to as "The Estates at Pine Canyon."

At its meeting of August 14, 2007, the Planning and Zoning commission reviewed and approved a tentative plat for the subdivision, the same plat that is being presented today.

An application for final plat for Unit 5 at Pine Canyon was not forwarded to the Council for review and the tentative plat approval has lapsed. This application is a resurrection of the process.

The applicant, True Life Communities, is requesting final plat approval to permit a forty-seven lot, single-family, detached residential subdivision on 29.5 acres. The subdivision is a re-subdivision of tracts 6 and 7 and portions of tracts B, E and F of the Estates at Pine Canyon Unit One. The lots range in size from roughly 14,000 sq ft to 33,000 sq ft with the exception of lot 332 which is considerably larger at 70,101 sq ft. A single-family home is expected to be located on each of these lots. The zoning code will also allow accessory structures and an accessory dwelling unit on each lot.

Community Involvement:

The platting process does not require a public hearing. However, the preliminary plat was reviewed by both the Planning and Zoning Commission and City Council at public meetings.

Attachments: [Sheet 1](#)
 [Sheet 2](#)
 [Sheet 3](#)
 [Sheet 4](#)

STATE OF ARIZONA }
COUNTY OF COCONINO } ss.

TRACTS "6A", "7A", "7B" & "7C" ARE HEREBY RESERVED BY TRUE LIFE COMMUNITIES L.L.C. FOR THE HOMEOWNERS ASSOCIATION AS PRIVATE ROADS AND PUBLIC UTILITY EASEMENTS (TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION).

TRACT "6C" IS HEREBY RESERVED BY TRUE LIFE COMMUNITIES L.L.C. FOR THE HOMEOWNERS ASSOCIATION AS PRIVATE OPEN SPACE (TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION).

DONE AT _____, ARIZONA, THIS _____ DAY OF _____ 20____.

ACKNOWLEDGMENT:

ON THIS THE ____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, AIDEN BARRY, MANAGING MEMBER OF TRUE LIFE COMMUNITIES, L.L.C., WHO ACKNOWLEDGED BY SELF TO REPRESENT TRUE LIFE COMMUNITIES, L.L.C., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

NOTARY PUBLIC

OCCUPANCY:

NOTES:

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGATAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED ON ENCROACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

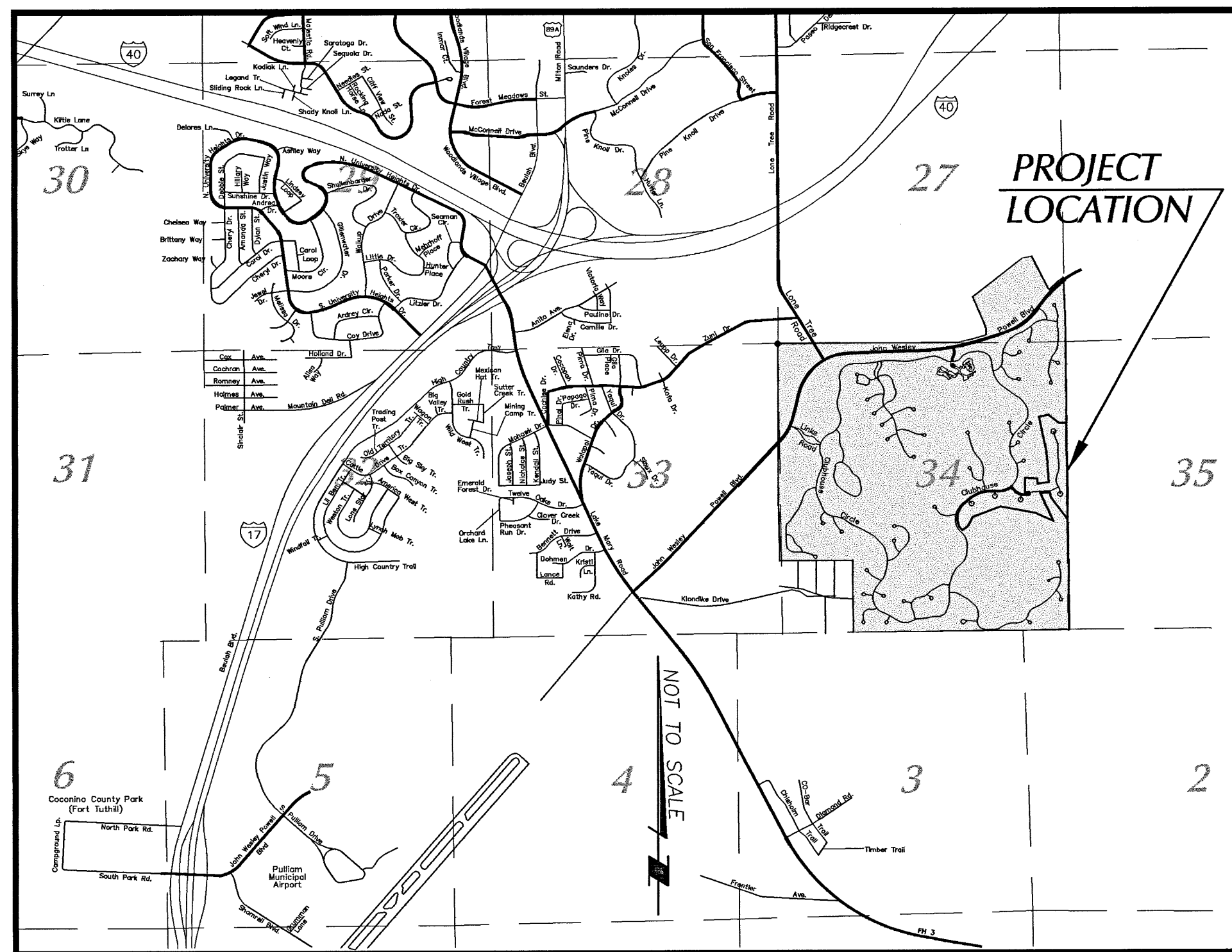
_____ DAY OF _____, 20____

ATTEST: _____
CITY CLERK

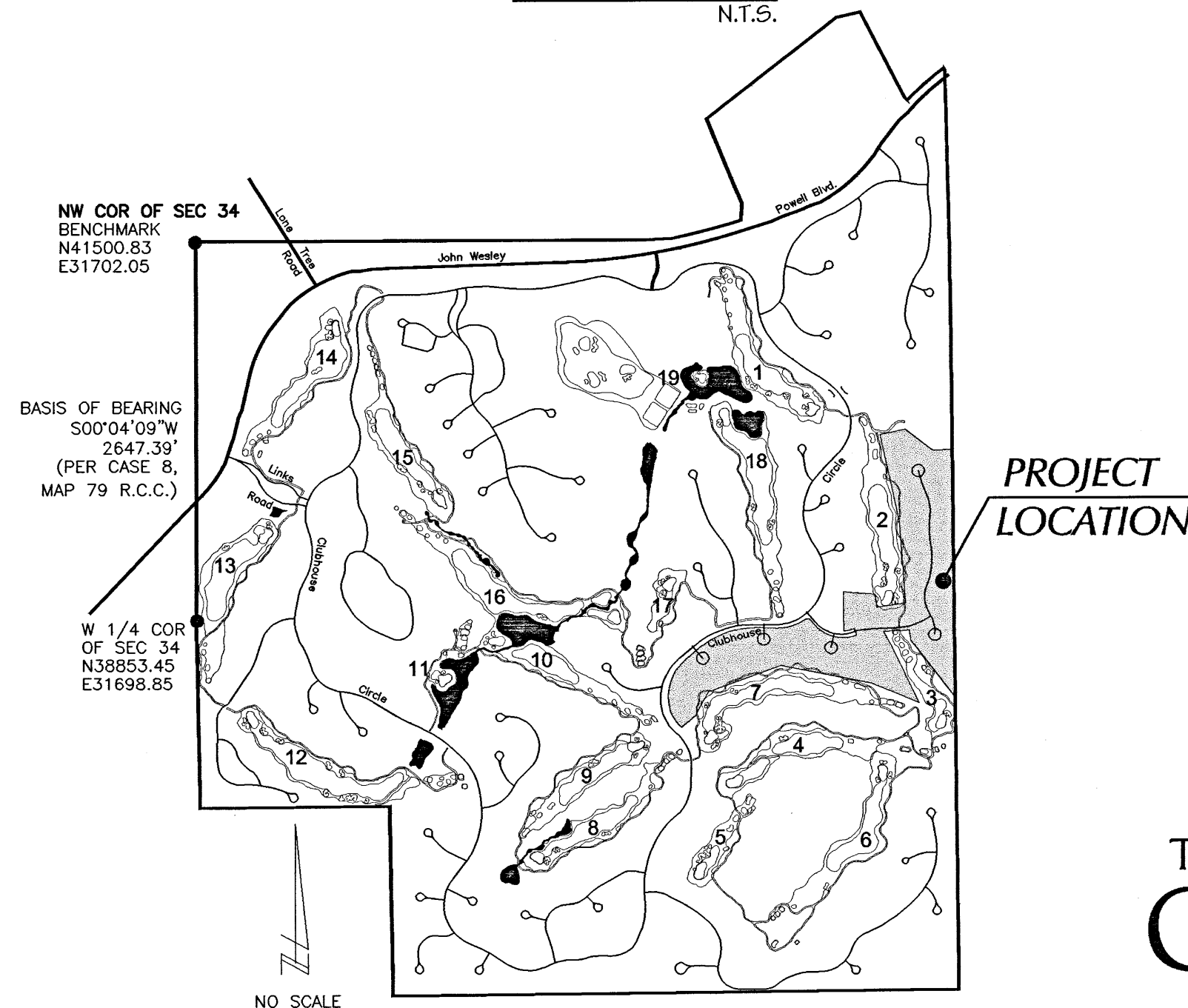
_____ DAY OF _____, 20____

BY: _____ CITY ENGINEER

A RESUBDIVISION OF TRACTS 6 & 7, AND PORTIONS OF TRACTS "B", "E" AND "F"
OF THE ESTATES AT PINE CANYON, UNIT ONE, AS RECORDED
IN CASE 8, MAP 92, RECORDS OF COCONINO COUNTY, AND
OF TRACTS 5C AND 5D OF THE ESTATES AT PINE CANYON UNIT FOUR
AS RECORDED IN DOCUMENT No. 3393728, RECORDS OF COCONINO COUNTY
LOCATED IN THE EAST HALF OF SECTION 34,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



VICINITY MAP
N.T.S.



UNISOURCE ENERGY	DATE
CENTURYLINK	DATE
ARIZONA PUBLIC SERVICE	DATE
SUDDENLINK	DATE

PROJECT NAME:	THE ESTATES AT PINE CANYON - UNIT FIVE
PROJECT LOCATION:	3851 S. CLUBHOUSE CIRCLE FLAGSTAFF, AZ. 86001
LATITUDE:	35° 09' 33"
LONGITUDE:	111° 37' 55"
APN NUMBER:	105-10-159, 162A, 163, 180, 181, 438 & 439.
NUMBER OF LOTS:	47
TOTAL ACREAGE:	29.946±
PROJECT DENSITY:	1.6 UNITS/ACRE
CURRENT ZONING DISTRICT:	R-1
CURRENT USE:	VACANT LAND
R.L.U.T.P. DESIGNATION:	LOW DENSITY RESIDENTIAL
PROPOSED USE:	SINGLE FAMILY DETACHED
OWNER/DEVELOPER:	TLC PC AZ, LLC 1201 E. JOHN WESLEY POWELL BLVD. FLAGSTAFF, ARIZONA 86001 (925-824-4300)

THIS PROJECT IS LOCATED IN FEMA ZONE "X" (NO SHADING)

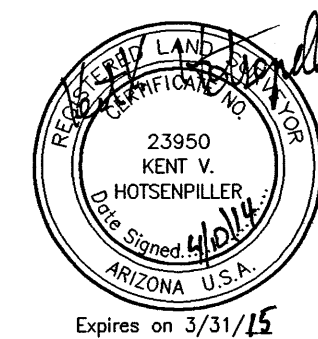
ALL SINGLE FAMILY DWELLINGS SHALL UTILIZE PASSIVE RAINWATER HARVESTING TECHNIQUES PER THE "RESIDENTIAL RAINWATER HARVESTING: A GUIDE TO WATER-WISE PLANNING AND DESIGN" PUBLICATION PROVIDED BY THE CITY OF FLAGSTAFF.

ALL NEW ROADWAYS WITHIN THE SUBDIVISION SHALL BE PRIVATE ROADWAYS, OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. THE ROADS WILL BE LOCATED IN TRACT "6A" WHICH IS A PRIVATE ROADWAY EASEMENT and A PUBLIC UTILITY EASEMENT.

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN
PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC., 411 W. SANTA FE AVE.,
FLAGSTAFF, AZ. 86001
MR. ROBERT C. IMPELLITTER (CERTIFICATE NO. 22196)



THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

ALL DETENTION FOR THIS SUBDIVISION IS PROVIDED FOR IN THE PROPOSED EXTENDED DETENTION POND 5 PER "PINE CANYON DRAINAGE REPORT ADDENDUM FOR THE ESTATES AT PINE CANYON UNIT FIVE IMPROVEMENT PLANS", PREPARED BY SHEPHARD WESNITZER, INC. DATED MARCH 11, 2008 (CONSTRUCTED WITH THIS SUBDIVISION) AND EXISTING DETENTION PONDS 4B, 6B AND 6C PER "DRAINAGE REPORT FOR PINE CANYON", PREPARED BY SHEPHARD WESNITZER, INC. DATED DEC. 3, 2001. LID WILL BE PROVIDED FOR THE NEW ROADWAY IMPERVIOUS SURFACES ONLY IN THE PROPOSED EXTENDED DETENTION POND 5 AND BIO-RETENTION BASIN NO. 1, PER "DRAINAGE REPORT ADDENDUM NO. 1 FOR THE ESTATES AT PINE CANYON - UNIT FIVE", PREPARED BY MCGOLLOM ENGINEERING, DATED APRIL 22, 2013.



I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

1	COVER SHEET & PROJECT INFORMATION
2	SUBDIVISION BOUNDARY
3	FINAL PLAT - BEARINGS & DISTANCES
4	FINAL PLAT - BEARINGS & DISTANCES






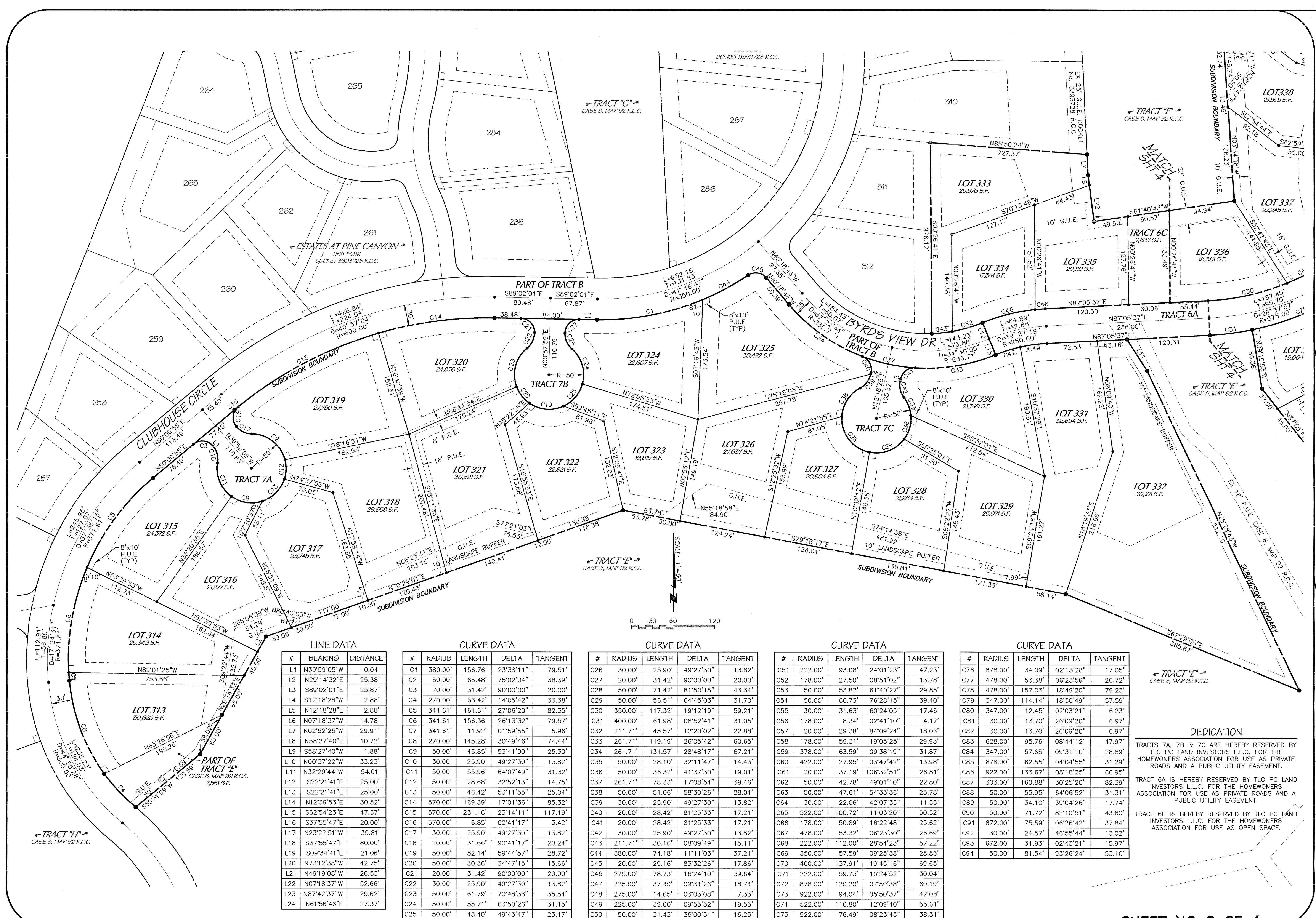
THE ESTATES AT PINE CANYON
 UNIT FIVE - FINAL PLAT
 COVER SHEET

4/9/14
 MES# 13015

Mogilon
ENGINEERING
& SURVEYING

411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

			
PROJECT NO. 18016	REVISIONS:		
DRAWN BY: RC/MME	FN SHEET/DWG		
CHECKED BY: RC/MVE	VERT SCALE: N/A		
CHECKED BY: RC/KVH	HOR SCALE: N/A		



LINE DATA		
#	BEARING	DISTANCE
L1	N39°59'05"W	0.04'
L2	N29°14'32"E	25.38'
L3	S89°02'01"E	25.87'
L4	S12°18'28"W	2.88'
L5	N12°18'28"E	2.88'
L6	N07°18'37"W	14.78'
L7	N02°52'25"W	29.91'
L8	N58°27'40"E	10.72'
L9	S58°27'40"W	1.88'
L10	N00°37'22"W	33.23'
L11	N32°29'44"W	54.01'
L12	S22°21'41"E	25.00'
L13	S22°21'41"E	25.00'
L14	N12°39'53"E	30.52'
L15	S62°54'23"E	47.37'
L16	S37°55'47"E	20.00'
L17	N23°22'51"W	39.81'
L18	S37°55'47"E	80.00'
L19	S09°34'41"E	21.06'
L20	N73°12'38"W	42.75'
L21	N49°19'08"W	26.53'
L22	N07°18'37"W	52.66'
L23	N87°42'37"W	29.62'
L24	N61°56'46"E	27.37'

CURVE DATA				
#	RADIUS	LENGTH	DELTA	TANGENT
C1	380.00'	156.76'	23°38'11"	79.51'
C2	50.00'	65.48'	75°02'04"	38.39'
C3	20.00'	31.42'	90°00'00"	20.00'
C4	270.00'	66.42'	14°05'42"	33.38'
C5	341.61'	161.61'	27°06'20"	82.35'
C6	341.61'	156.36'	26°13'32"	79.57'
C7	341.61'	11.92'	01°59'55"	5.96'
C8	270.00'	145.28'	30°49'46"	74.44'
C9	50.00'	46.85'	53°41'00"	25.30'
C10	30.00'	25.90'	49°27'30"	13.82'
C11	50.00'	55.96'	64°07'49"	31.32'
C12	50.00'	28.68'	32°52'13"	14.75'
C13	50.00'	46.42'	53°11'55"	25.04'
C14	570.00'	169.39'	17°01'36"	85.32'
C15	570.00'	231.16'	23°14'11"	117.19'
C16	570.00'	6.85'	00°41'17"	3.42'
C17	30.00'	25.90'	49°27'30"	13.82'
C18	20.00'	31.66'	90°41'17"	20.24'
C19	50.00'	52.14'	59°44'57"	28.72'
C20	50.00'	30.36'	34°47'15"	15.66'
C21	20.00'	31.42'	90°00'00"	20.00'
C22	30.00'	25.90'	49°27'30"	13.82'
C23	50.00'	61.79'	70°48'36"	35.54'
C24	50.00'	55.71'	63°50'26"	31.15'
C25	50.00'	43.40'	49°43'47"	23.17'

CURVE DATA				
#	RADIUS	LENGTH	DELTA	TANGENT
C26	30.00'	25.90'	49°27'30"	13.82'
C27	20.00'	31.42'	90°00'00"	20.00'
C28	50.00'	71.42'	81°50'15"	43.34'
C29	50.00'	56.51'	64°45'03"	31.70'
C30	350.00'	117.32'	19°12'19"	59.21'
C31	400.00'	61.98'	08°52'41"	31.05'
C32	211.71'	45.57'	12°20'02"	22.88'
C33	261.71'	119.19'	26°05'42"	60.65'
C34	261.71'	131.57'	28°48'17"	67.21'
C35	50.00'	28.10'	32°11'47"	14.43'
C36	50.00'	36.32'	41°37'30"	19.01'
C37	261.71'	78.33'	17°08'54"	39.46'
C38	50.00'	51.06'	58°30'26"	28.01'
C39	30.00'	25.90'	49°27'30"	13.82'
C40	20.00'	28.42'	81°25'33"	17.21'
C41	20.00'	28.42'	81°25'33"	17.21'
C42	30.00'	25.90'	49°27'30"	13.82'
C43	211.71'	30.16'	08°09'49"	15.11'
C44	380.00'	74.18'	11°11'03"	37.21'
C45	20.00'	29.16'	83°32'26"	17.86'
C46	275.00'	29.73'	16°24'10"	39.64'
C47	225.00'	37.40'	09°31'26"	18.74'
C48	275.00'	14.65'	03°03'08"	7.33'
C49	225.00'	39.00'	09°55'52"	19.55'
C50	50.00'	31.43'	36°00'51"	16.25'

CURVE DATA				
#	RADIUS	LENGTH	DELTA	TANGENT
C51	222.00'	93.08'	24°01'23"	47.23'
C52	178.00'	27.50'	08°51'02"	13.78'
C53	50.00'	53.82'	61°40'27"	29.85'
C54	50.00'	66.73'	76°28'15"	39.40'
C55	30.00'	31.63'	60°24'05"	17.46'
C56	178.00'	8.34'	02°41'10"	4.17'
C57	20.00'	29.38'	84°09'24"	18.06'
C58	178.00'	59.31'	19°05'25"	29.93'
C59	378.00'	63.59'	09°38'19"	31.87'
C60	422.00'	27.95'	03°47'42"	13.98'
C61	20.00'	37.19'	106°32'51"	26.81'
C62	50.00'	42.78'	49°01'10"	22.80'
C63	50.00'	47.61'	54°33'36"	25.78'
C64	30.00'	22.06'	42°07'35"	11.55'
C65	522.00'	100.72'	11°03'20"	50.52'
C66	178.00'	50.89'	16°22'48"	25.62'
C67	478.00'	53.32'	06°23'30"	26.69'
C68	222.00'	112.00'	28°54'23"	57.22'
C69	350.00'	57.59'	09°25'38"	28.86'
C70	400.00'	137.91'	19°45'16"	69.65'
C71	222.00'	59.73'	15°24'52"	30.04'
C72	878.00'	120.20'	07°50'38"	60.19'
C73	922.00'	94.04'	05°50'37"	47.06'
C74	522.00'	110.80'	12°09'40"	55.61'
C75	522.00'	76.49'	08°23'45"	38.31'

CURVE DATA				
#	RADIUS	LENGTH	DELTA	TANGENT
C76	878.00'	34.09'	02°13'28"	17.05'
C77	478.00'	53.38'	06°23'56"	26.72'
C78	478.00'	157.03'	18°49'20"	79.23'
C79	347.00'	114.14'	18°50'49"	57.59'
C80	347.00'	12.45'	02°03'21"	6.23'
C81	30.00'	13.70'	26°09'20"	6.97'
C82	30.00'	13.70'	26°09'20"	6.97'
C83	628.00'	95.76'	08°44'12"	47.97'
C84	347.00'	57.65'	09°31'10"	28.89'
C85	878.00'	62.55'	04°04'55"	31.29'
C86	922.00'	133.67'	08°18'25"	66.95'
C87	303.00'	160.88'	30°25'20"	82.39'
C88	50.00'	55.95'	64°06'52"	31.31'
C89	50.00'	34.10'	39°04'26"	17.74'
C90	50.00'	71.72'	82°10'51"	43.60'
C91	672.00'	75.59'	06°26'42"	37.84'
C92	30.00'	24.57'	46°55'44"	13.02'
C93	672.00'	31.93'	02°43'21"	15.97'
C94	50.00'	81.54'	93°26'24"	53.10'

DEDICATION

TRACTS 7A, 7B & 7C ARE HEREBY RESERVED BY TLC PC LAND INVESTORS L.L.C. FOR THE HOMEOWNERS ASSOCIATION FOR USE AS PRIVATE ROADS AND A PUBLIC UTILITY EASEMENT.

TRACT 6A IS HEREBY RESERVED BY TLC PC LAND INVESTORS L.L.C. FOR THE HOMEOWNERS ASSOCIATION FOR USE AS PRIVATE ROADS AND A PUBLIC UTILITY EASEMENT.

TRACT 6C IS HEREBY RESERVED BY TLC PC LAND INVESTORS L.L.C. FOR THE HOMEOWNERS ASSOCIATION FOR USE AS OPEN SPACE.

Mogollon
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue, Flagstaff, AZ 86001
P.O. Box 1952, Flagstaff, AZ 86002
Phone: 928-214-0214 • Fax: 928-214-0215
Created on 3/31/15

PROJECT NO. 13015
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: KVA
DATE: 4/9/14
SHEET: 03 OF 03
VERT. SCALE: N/A
HOR. SCALE: 1"=40'

REVISIONS:
1. 4/9/14
2. 4/9/14
3. 4/9/14
4. 4/9/14
5. 4/9/14
6. 4/9/14
7. 4/9/14
8. 4/9/14
9. 4/9/14
10. 4/9/14

THE ESTATES AT PINE CANYON
UNIT 5 - FINAL PLAT
BEARINGS & DISTANCES

4/9/14
MES#13015



DEDICATION

TRACT 6A IS HEREBY RESERVED BY TLC PC LAND INVESTORS L.L.C. FOR THE HOMEOWNERS ASSOCIATION FOR USE AS PRIVATE ROADS AND A PUBLIC UTILITY EASEMENT.

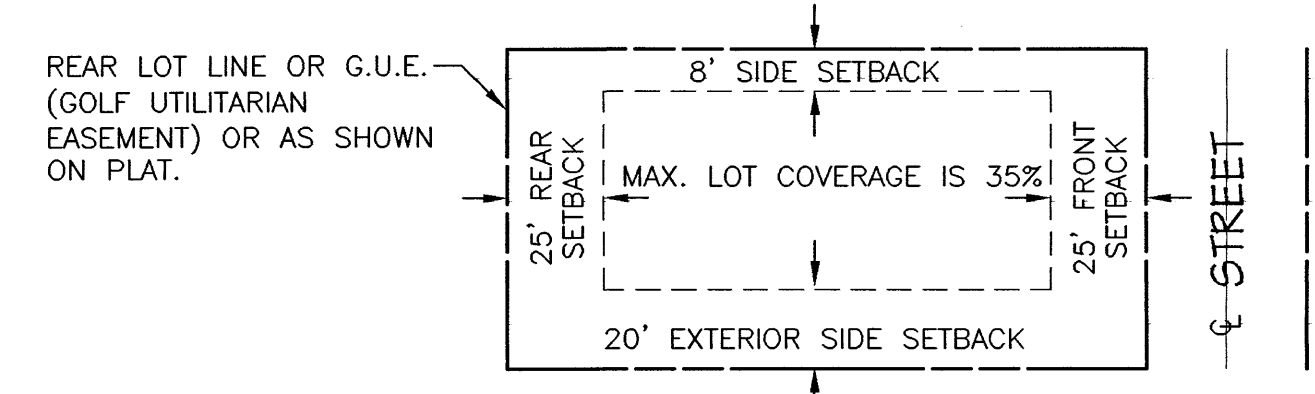
TRACT 6B IS HEREBY RESERVED BY TLC PC LAND INVESTORS L.L.C. FOR THE HOMEOWNERS ASSOCIATION FOR USE AS A PRIVATE DRAINAGE EASEMENT.

LINE DATA		
#	BEARING	DISTANCE
L1	N39°59'05"W	0.04'
L2	N29°14'32"E	25.38'
L3	S89°02'01"E	25.87'
L4	S12°18'28"W	2.88'
L5	N12°18'28"E	2.88'
L6	N07°18'37"W	14.78'
L7	N02°52'25"W	29.91'
L8	N58°27'40"E	10.72'
L9	S58°27'40"W	1.88'
L10	N00°37'22"W	33.23'
L11	N32°29'44"W	54.01'
L12	S22°21'41"E	25.00'
L13	S22°21'41"E	25.00'
L14	N12°39'53"E	30.52'
L15	S62°54'23"E	47.37'
L16	S37°55'47"E	20.00'
L17	N23°22'51"W	39.81'
L18	S37°55'47"E	80.00'
L19	S09°34'41"E	21.06'
L20	N73°12'38"W	42.75'
L21	N49°19'08"W	26.53'
L22	N07°18'37"W	52.66'
L23	N87°42'37"W	29.62'
L24	N61°56'46"E	27.37'

CURVE DATA				
#	RADIUS	LENGTH	DELTA	TANGENT
C1	380.00'	156.76'	23°38'11"	79.51'
C2	50.00'	65.48'	75°02'04"	38.39'
C3	20.00'	31.42'	90°00'00"	20.00'
C4	270.00'	66.42'	14°05'42"	33.38'
C5	341.61'	161.61'	27°06'20"	82.35'
C6	341.61'	156.36'	26°13'32"	79.57'
C7	341.61'	11.92'	01°59'55"	5.96'
C8	270.00'	145.28'	30°49'46"	74.44'
C9	50.00'	46.85'	53°41'00"	25.30'
C10	30.00'	25.90'	49°27'30"	13.82'
C11	50.00'	55.96'	64°07'49"	31.32'
C12	50.00'	28.68'	32°52'13"	14.75'
C13	50.00'	46.42'	53°11'55"	25.04'
C14	570.00'	169.39'	17°01'36"	85.32'
C15	570.00'	231.16'	23°14'11"	117.19'
C16	570.00'	6.85'	00°41'17"	3.42'
C17	30.00'	25.90'	49°27'30"	13.82'
C18	20.00'	31.66'	90°41'17"	20.24'
C19	50.00'	52.14'	59°44'57"	28.72'
C20	50.00'	30.36'	34°47'15"	15.66'
C21	20.00'	31.42'	90°00'00"	20.00'
C22	30.00'	25.90'	49°27'30"	13.82'
C23	50.00'	61.79'	70°48'36"	35.54'
C24	50.00'	55.71'	63°50'26"	31.15'
C25	50.00'	43.40'	49°43'47"	23.17'

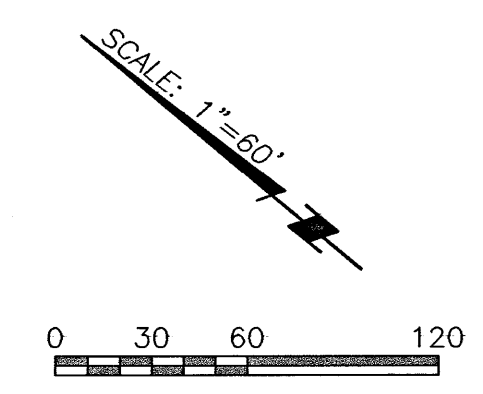
CURVE DATA				
#	RADIUS	LENGTH	DELTA	TANGENT
C26	30.00'	25.90'	49°27'30"	13.82'
C27	20.00'	31.42'	90°00'00"	20.00'
C28	50.00'	71.42'	81°50'15"	43.34'
C29	50.00'	56.51'	64°45'03"	31.70'
C30	350.00'	117.32'	19°12'19"	59.21'
C31	400.00'	61.98'	08°52'41"	31.05'
C32	211.71'	45.57'	12°20'02"	22.88'
C33	261.71'	119.19'	26°05'42"	60.65'
C34	261.71'	131.57'	28°48'17"	67.21'
C35	50.00'	28.10'	32°11'47"	14.43'
C36	50.00'	36.32'	41°37'30"	19.01'
C37	261.71'	78.33'	17°08'54"	39.46'
C38	50.00'	51.06'	58°30'26"	28.01'
C39	30.00'	25.90'	49°27'30"	13.82'
C40	20.00'	28.42'	81°25'33"	17.21'
C41	20.00'	28.42'	81°25'33"	17.21'
C42	30.00'	25.90'	49°27'30"	13.82'
C43	211.71'	30.16'	08°09'49"	15.11'
C44	380.00'	74.18'	11°11'03"	37.21'
C45	20.00'	29.16'	83°32'26"	17.86'
C46	275.00'	78.73'	16°24'10"	39.64'
C47	225.00'	37.40'	09°31'26"	18.74'
C48	275.00'	14.65'	03°03'08"	7.33'
C49	225.00'	39.00'	09°55'52"	19.55'
C50	50.00'	31.43'	36°00'51"	16.25'

CURVE DATA				
#	RADIUS	LENGTH	DELTA	TANGENT
C51	222.00'	93.08'	24°01'23"	47.23'
C52	178.00'	27.50'	08°51'02"	13.78'
C53	50.00'	53.82'	61°40'27"	29.85'
C54	50.00'	66.73'	76°28'15"	39.40'
C55	30.00'	31.63'	60°24'05"	17.46'
C56	178.00'	8.34'	02°41'10"	4.17'
C57	20.00'	29.38'	84°09'24"	18.06'
C58	178.00'	59.31'	19°05'42"	29.93'
C59	378.00'	63.59'	09°38'19"	31.87'
C60	422.00'	27.95'	03°47'42"	13.98'
C61	20.00'	37.19'	106°32'51"	26.81'
C62	50.00'	42.78'	49°01'10"	22.80'
C63	50.00'	47.61'	54°33'36"	25.78'
C64	30.00'	22.06'	42°07'35"	11.55'
C65	522.00'	100.72'	11°03'20"	50.52'
C66	178.00'	50.89'	16°22'48"	25.62'
C67	478.00'	53.32'	06°23'30"	26.69'
C68	222.00'	112.00'	28°54'23"	57.22'
C69	350.00'	57.59'	09°25'38"	28.86'
C70	400.00'	137.91'	19°45'16"	69.65'
C71	222.00'	59.73'	15°24'52"	30.04'
C72	878.00'	120.20'	07°50'38"	60.19'
C73	922.00'	94.04'	05°50'37"	47.06'
C74	522.00'	110.80'	12°09'40"	55.61'
C75	522.00'	76.49'	08°23'45"	38.31'
C76	878.00'	34.09'	02°13'28"	17.05'
C77	478.00'	53.38'	06°23'56"	26.72'
C78	478.00'	157.03'	18°49'20"	79.23'
C79	347.00'	114.14'	18°50'49"	57.59'
C80	347.00'	12.45'	02°03'21"	6.23'
C81	30.00'	13.70'	26°09'20"	6.97'
C82	30.00'	13.70'	26°09'20"	6.97'
C83	628.00'	95.76'	08°44'12"	47.97'
C84	347.00'	57.65'	09°31'10"	28.89'
C85	878.00'	62.55'	04°04'55"	31.29'
C86	922.00'	133.67'	08°18'25"	66.95'
C87	303.00'	160.88'	30°25'20"	82.39'
C88	50.00'	55.95'	64°06'52"	31.31'
C89	50.00'	34.10'	39°04'26"	17.74'
C90	50.00'	71.72'	82°10'51"	43.60'
C91	672.00'	75.59'	06°26'42"	37.84'
C92	30.00'	24.57'	46°55'44"	13.02'
C93	672.00'	31.93'	02°43'21"	15.97'
C94	50.00'	81.54'	93°26'24"	53.10'



REFER TO DESIGN STANDARDS AND C.C.&R.'S FOR MORE RESTRICTIVE SETBACKS. LOT DISTURBANCE INCLUDES: THE CONSTRUCTION OF THE DWELLING, DRIVEWAYS, UTILITY COORDINATORS, PATIOS, DECKS, ACCESSORY STRUCTURES AND ANY GRADING ACTIVITIES.

TYPICAL BUILDING SETBACKS
N.T.S.



Mogollon ENGINEERING & SURVEYING

411 N. Santa Fe Avenue, Flagstaff, AZ 86001
P.O. Box 1862, Flagstaff, AZ 86002
Phone: 928-224-0014 • Fax: 928-918-0015
Expires on 3/31/15

PROJECT NO. 13016
DESIGNED BY: TME
DRAWN BY: TME
CHECKED BY: KYH

REVISIONS:
FN SHEET-04.DWG
VERT. SCALE: N/A
HOR. SCALE: 1"=40'

DATE: 4/9/14
THE ESTATES AT PINE CANYON
UNIT 5 - FINAL PLAT
BEARINGS & DISTANCES
4/9/14
MES# 13015

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Adoption of Resolution No. 2014-17: A resolution of the Mayor and City Council of Flagstaff, Arizona, appointing Election Boards for the Mail Ballot Special Election to be held in the City of Flagstaff, Arizona, on Tuesday, May 20, 2014

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-17 by title only
- 2) City Clerk reads Resolution No. 2014-17 by title only (if approved above)
- 3) Adopt Resolution No. 2014-17

Policy Decision or Reason for Action:

Although the City of Flagstaff has contracted with the Coconino County Elections Office to administer the May 20, 2014, Special Mail Ballot Election, Arizona Revised Statutes requires a governing board to appoint Election Boards for primary, general and special elections. Therefore, the attached resolution designates those individuals who have been selected by the County to serve as the Election/Tally Boards.

Financial Impact:

Members of the Election Boards will be paid in accordance with the IGA with the Coconino County Elections Department.

Connection to Council Goal:

11. Effective governance

Has There Been Previous Council Decision on This:

There has been no previous Council decision on appointment of the election board(s); however, on January 14, 2014, the City Council did adopt Resolution No. 2014-02 calling a Special Election for May 20, 2014, and on March 18, 2014 they approved an IGA with the County for administration of the Mail Ballot election.

Options and Alternatives:

1) Adopt the resolution; 2) Not adopt the resolution.

Community Involvement:

Inform

Attachments: Res. 2014-17

RESOLUTION NO. 2014-17

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF FLAGSTAFF,
ARIZONA, APPOINTING ELECTION BOARDS FOR THE MAIL BALLOT
SPECIAL ELECTION TO BE HELD IN THE CITY OF FLAGSTAFF, ARIZONA,
ON TUESDAY, MAY 20, 2014, AND DECLARING AN EMERGENCY**

RECITALS:

WHEREAS, the City Council of the City of Flagstaff, Arizona, has called for a mail ballot special election to be held on Tuesday, May 20, 2014; and

WHEREAS, Arizona Revised Statutes § 16-551(A.) requires the City to appoint election boards for City mail ballot elections; and

WHEREAS, election board members have been selected by the Coconino County Board of Supervisors pursuant to an Intergovernmental Agreement for this election in accordance with the provisions for selecting members as provided in Arizona Revised Statutes § 16-531(A.).

ENACTMENTS:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF
AS FOLLOWS:**

SECTION 1. The following officers are hereby approved and appointed members of the ballot processing board for the Tuesday, May 20, 2014, mail ballot general election:

Esther Diebel
Luella Palmer

Sandy Swaby
Janice Woodburne

SECTION 2. The following officers are hereby approved and appointed members of the counting board:

Jerry Diebel
Robert Gonzales

Mary Ann Mayrand
Tyler Stone

SECTION 3. If any officer cannot or does not serve for the election, the Coconino County Recorder, or designee, shall appoint an alternate or a qualified substitute.

SECTION 4. Members of the election boards shall be paid not less than the current federal minimum wage rate.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 6. Whereas, it is necessary for the preservation of peace, health and safety of the City of Flagstaff, Arizona, an emergency is hereby declared to exist, and this Resolution shall become immediately operative and in full force and effect upon its passage and adoption by the Council of the City of Flagstaff.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 6th day of May, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Approval of Transaction Privilege (Sales) Tax Account Write-offs: Delinquent and uncollectable accounts for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable transaction privilege (sales) tax accounts in the amount of \$140,569.91.

Policy Decision or Reason for Action:

Generally accepted business practices allow for the write-off of uncollectable accounts. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect on them. The write-offs only relate to the City's accounting records. The City does not release recorded tax liens nor does it clear outstanding debts from the credit reporting agencies or from the state run debt set-off program. As a result, debt that has been previously written-off is occasionally paid some time later in order to clear a tax lien that has attached to real property, or to clear up a taxpayer's outstanding debt. Pursuant to state law, taxpayer information is confidential.

Subsidiary Decisions Points: No subsidiary decision points.

Financial Impact:

None. Each year, the City anticipates that there will be uncollectable transaction privilege (sales) tax accounts and reserves an amount at year end for these accounts.

Connection to Council Goal:

Effective governance.

Previous Council Decision on This:

No.

Options and Alternatives:

- Authorize the write-off of uncollectable transaction privilege (sales) tax accounts.
- Do not authorize the write-off of uncollectable transaction privilege (sales) tax accounts and continue collection efforts.

Background/History:

Before any account is eligible for write-off, staff must initiate collection efforts on each account after it becomes delinquent. When collection efforts are exhausted, the account is eligible for write-off. If possible, any amounts due are applied to a taxpayer's credit, applied to a property lien, or applied to the state run debt set-off program. Application through any of these means may lead to the recovery of some of the delinquent amounts in the future.

In FY14, the City estimates to receive \$35.3 million in transaction privilege (sales) taxes, transportation taxes, BBB taxes, and franchise fees. The write-offs are 0.40% of the total estimated amount. Each of the write-off accounts no longer operates in Flagstaff.

Pursuant to state law, taxpayer information is confidential and information is not subject to public release.

Transaction Privilege (Sales) Tax Account Write-Offs (5 Year History)

Write-Off Year	Amt of Write-Off	Annual Amt Billed	% of Amt Billed
FY14	\$140,569.91	\$35.3 million	0.400%
FY13	\$100,866.05	\$34.4 million	0.293%
FY12	\$113,481.22	\$33.0 million	0.344%
FY11	\$109,121.32	\$31.1 million	0.350%
FY10	\$4,866.76	\$26.8 million	0.018%

Key Considerations:

Staff, using billing statements, letters, and telephone calls, has worked the write-off accounts. When customers fail to make payments, they are denied access to future City services. When possible, the amount owed is applied to the taxpayer's credit, applied to a property lien, or applied to the state run debt set-off program.

Expanded Financial Considerations:

It is sound financial management practice to reduce assets to reflect their true valuation. Failure to write-off accounts deemed uncollectable overstates the asset value of the City.

Community Involvement:

Inform. Yearly write-offs ensure that the City is following generally accepted business practices.

Expanded Options and Alternatives:

None.

Attachments:

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Approval of Utility Account Write-offs: Delinquent and uncollectable accounts for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable utility accounts in the amount of \$191,097.80.

Policy Decision or Reason for Action:

Generally accepted business practices allow for the write-off of uncollectable accounts. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect on them. The City may still recover some amounts owed, since customers may seek to clear personal credit by paying delinquent amounts. Pursuant to state laws, delinquent account information is not subject to public release.

Subsidiary Decisions Points: No subsidiary decision points.

Financial Impact:

None. Each year, the City anticipates that there will be uncollectable utility accounts and reserves an amount at year end for these accounts.

Connection to Council Goal:

Effective governance.

Previous Council Decision on This:

No.

Options and Alternatives:

- Authorize the write-off of uncollectable utility accounts.
- Do not authorize the write-off of uncollectable utility accounts and continue collection efforts.

Background/History:

Before any account is eligible for write-off, staff must initiate collection efforts on each account after it becomes delinquent. When collection efforts are exhausted, the account is eligible for write-off. If possible, any amounts due are applied to the customer's credit. If placed on the customer's credit, the amount owed remains active for 7 years after the delinquency date. Application against the credit of the debtor may lead to the recovery of some of the delinquent amounts in the future. This often occurs when customers apply for credit via other avenues (i.e., mortgages, car loans, apartment rentals, etc.).

Total utility billings in FY14 are estimated at \$33.2 million. The write-offs are approximately 0.58% of the estimated total amount. The increase in FY14 is mainly due to an unfilled meter technician position (2 meter technicians instead of 3 meter technicians) for approximately 3 months of the write-off period. Due to the unfilled position, Meter Services focused staff efforts on meter reading and it did not have the capacity to perform as many meter lock-offs, a tool that helps limit the annual write-off amount. The number is expected to decrease in FY15 due to the addition of a temporary meter technician in November 2013 and the subsequent increase in disconnects in 2014. Estimated disconnects in 2014 are 2x the 2013 total. The last table below contains information on the number of disconnects that staff is able to perform with the additional staff member.

Pursuant to federal consumer debt collection law, delinquent account information is not subject to public release.

Utility Account Write-Offs (5 Year History)

Write-Off Year	Amt of Write-Off	Annual Amt Billed	% of Amt Billed
FY14	\$191,097.80	\$33.2 million	0.58%
FY13	\$121,300.64	\$32.2 million	0.38%
FY12	\$97,198.35	\$29.8 million	0.33%
FY11	\$41,508.08	\$26.1 million	0.16%
FY10	\$60,420.89	\$24.8 million	0.25%

Utility Account Write-Off Breakdown Summary

Write-Off Year	Utilities	Public Works	Storm Water	Taxes
FY14	\$151,638.97	\$27,091.03	\$6,032.78	\$6,335.03
FY13	\$86,993.14	\$26,226.11	\$4,407.71	\$3,673.68
FY12	\$67,007.20	\$23,647.05	\$3,848.82	\$2,695.28

Disconnects per Calendar Year

Calendar Year	Number of Disconnects
2014	1,000 (Estimate)
2013	505
2012	398
2011	382
2010	1,025
2009	1,388

Other Write-Off Breakdown Information

Write-Off Year	Total # of Accounts	# of Accounts Greater Than \$1,000	# of Accounts Between \$500 and \$1,000	# of Accounts between \$0 and \$500
FY14	479	30	74	375
FY13	487	14	40	433

Key Considerations:

Staff, using billing statements, letters and telephone calls, has worked the write-off accounts. When customers fail to make payments, they may be denied access to future City services and, when possible, the amount owed is applied to their credit.

Expanded Financial Considerations:

It is sound financial management practice to reduce assets to reflect their true valuation. Failure to write-off accounts deemed uncollectable overstates the asset value of the City.

Community Involvement:

Inform. Yearly write-offs ensure that the City is following generally accepted business practices.

Expanded Options and Alternatives:

None.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Approval of Miscellaneous Receivable Account Write-offs: Delinquent and uncollectable accounts for Fiscal Year 2014.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable miscellaneous receivable accounts in the amount of \$2,125.86.

Policy Decision or Reason for Action:

Generally accepted business practices allow for the write-off of uncollectable accounts. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect on them. Where possible, the amount owed has been applied against the credit of the debtor and may be collected in the future. Pursuant to federal consumer debt collection law, delinquent account information is not subject to public release.

Subsidiary Decisions Points: None

Financial Impact:

None that is unbudgeted. Each year, the City anticipates that there will be uncollectable miscellaneous receivable accounts and reserves an amount at year end for these accounts.

Connection to Council Goal:

Effective governance.

Previous Council Decision on This:

No.

Options and Alternatives:

- Authorize the write-off of uncollectable miscellaneous receivable accounts.
- Do not authorize the write-off off uncollectable miscellaneous receivable accounts and continue collection efforts.

Background/History:

Before any account is eligible for write-off, staff must initiate collection efforts on each account after it becomes delinquent. When collection efforts are exhausted, the account is eligible for write-off. If possible, any amounts due are applied to the customer's credit. If placed on the customer's credit, the amount owed remains active for seven years after the delinquency date. Application against the credit of the debtor may lead to the recovery of some of the delinquent amounts in the future. This often occurs when customers apply for credit via other avenues (i.e., mortgages, car loans, apartment rentals, etc.).

Examples of miscellaneous receivable write-offs may include, but are not limited to, the following possible types: landfill, airport, fire contract, retiree insurance, damage claims, among others. Total miscellaneous receivable billings in FY14 are estimated at \$8 million. The write-offs equate to approximately 0.03% of the total amount.

Pursuant to federal consumer debt collection law, delinquent account information is not subject to public release.

Miscellaneous Receivable Write-Offs (5 Year History)

Write-Off Year	Amt of Write-Off	Annual Amt Billed	% of Amt Billed
FY14	\$2,125.86	\$8.0 million	0.03%
FY13	\$3,831.73	\$9.4 million	0.04%
FY12	\$33,322.21	\$11.1 million	0.30%
FY11	\$77,420.61	\$12.5 million	0.62%
FY10	\$107,059.95	\$10.6 million	1.01%

Write-Off Breakdown Information

Write-Off Year	Total # of Accounts	# of Accts Greater than \$1,000	# of Accts Between \$500 and \$1,000	# of Accts Between \$0 and \$500
FY14	16	0	0	16
FY13	23	0	1	22
FY12	24	7	1	16

Key Considerations:

Staff, using billing statements, letters, and telephone calls, has worked the write-off accounts. When customers fail to make payments, they are denied access to future City services and, when possible, the amount owed is applied to their credit.

Expanded Financial Considerations:

It is sound financial management practice to reduce assets to reflect their true valuation. Failure to write-off accounts deemed uncollectable overstates the asset value of the City.

Community Involvement:

Inform. Yearly write-offs ensure that the City is following generally accepted business practices.

Expanded Options and Alternatives:

None.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Rick Tadder, Finance Director
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration of Audited Financial Reports: Year ending June 30, 2013.

RECOMMENDED ACTION:

Approve the June 30, 2013, Comprehensive Annual Financial Report and the Single Audit Report as recommended by the City of Flagstaff Audit Committee.

Policy Decision or Reason for Action:

1. The City is required by City Charter (Article VI, Section 5) to have an annual audit performed for each fiscal year.
2. The City is also required to complete the Single Audit Report as the City receives more than \$300,000 in federal financial assistance.

Financial Impact:

There is no financial impact to approving the City's Fiscal Year 2013 Comprehensive Annual Financial Report (CAFR) or the Single Audit.

Connection to Council Goal:

Effective governance

Previous Council Decision on This:

No

Options and Alternatives:

- Approve the City's Fiscal Year 2013 CAFR and Single Audit Report.
- Do not approve the City's Fiscal Year 2013 CAFR and Single Audit report with direction to the Audit Committee or independent auditor of Council's questions/issues.

Background/History:

The City is required to perform an independent annual financial audit per City Charter Article VI, Section 5 which states:

"Prior to the end of each fiscal year, the Council shall designate an independent Certified Public Accountant, who, as of the end of the fiscal year, shall make up an audit of accounts and other evidence of financial transactions of the City government, and shall submit a long-form report, including recommendations concerning policy and fiscal procedures, to the Council, and to the City Manager. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or of any of its officers. The accountant shall, within specifications approved by the Council, post-audit the books and documents kept by the City, and any separate or subordinate accounts kept by any other office, department, or agency of the City government."

In addition to financial audit, the City is Federally required to complete a Single Audit based on Federal standards. The City meets this requirement because it received more than \$300,000 in federal assistance.

The City has hired Eide Bailly, LLC (the Auditors) to perform the audit on behalf of the City. While the Auditors' staff works directly with the Finance Staff to complete review of the City's financial data and internal controls, their responsibility is to perform the audit with independence and report back to Council. The financial reports are the responsibility of the City and are presented based on activity as of the end of the fiscal year and consists of the Comprehensive Annual Financial Report (CAFR) and Single Audit. The CAFR is presented in accordance with all standards as defined by the Government Accounting Standards Board (GASB). The Auditors are not responsible for reviewing every transaction for the fiscal year, however based on the standards the Auditors plan and perform the audit to obtain reasonable assurance that the statements are free of material misstatements.

The City has established an Audit Committee to review the financial reports and findings. The committee discusses the information and makes a recommendation to Councils to accept or reject the financial reports. The Audit Committee is represented by a City Councilmember, three citizens, the City Manager, and the Management Services Director:

- Celia Barotz, Council Member
- David Cosper, CPA
- Sharman Cawood, CPA
- Christopher Lambert, CPA
- Kevin Burke, City Manager
- Barbara Goodrich, Management Services Director

The financial reports were reviewed by the Audit Committee through a presentation by the Auditors. The presentation of the financial reports to the Audit Committee occurred on March 27, 2014 and was facilitated by Rick Tadder, Finance Director, Lealan Miller, Partner with Eide Bailly, and Sarah Jones, Audit Manager with Eide Bailly.

Key Considerations:

The City has received an unqualified opinion from the audit firm, meaning they believe the financial statements are fairly presented in accordance with generally accepted accounting principles. In the Communication to Mayor and City Council (attached) the audit firm states: there were no difficulties encountered in performing the audit and; there were no disagreements with management. The letter states there were three corrected misstatements and two uncorrected misstatements. Misstatements are noted when the Auditors have found items that may be incorrectly presented during the audit engagement.

The corrected misstatements are related to: 1) recognition of water revenue on an account that was

adjusted by the City in July, 2) the recognition of utility capacity fee revenues, and 3) posting of a capital asset that should have been classified as construction in progress. The uncorrected misstatements are related to our reconciliation of the Miscellaneous Billing system to our General Ledger. The City will continue to research the discrepancies in the two systems and will correct when the issue is identified. In addition, these items are not deemed material to the City CAFR.

In the Single Audit Report, pages 15-18, there are four findings noted. Two of the findings are related to the Financial Reports and two findings are related to Federal Awards. Findings 2013-A and 2013-B are related to the financial report misstatements mentioned above. Finding 2013-1 is related to the need for a Declaration of Trust to be filed against all public housing properties owned by Public Housing Authorities. Finding 2013-2 is related to the timely reporting of the HUD Section 3 report.

Due to these findings, the City's Single Audit status will no longer qualify as a low risk auditee. As a result, next year's single audit must cover at a minimum of fifty percent of the federal expenditures during the following audit for two years. We do not expect to have any negative impact to our ability to submit for federal grants based on the finding.

The Audit Committee unanimously approved the acceptance of the CAFR and Single Audit.

Expanded Financial Considerations:

An annual audit is statutorily required by ARS 9-481. In addition, should the City not perform an annual audit of its financial statements and complete a Single Audit, the City could lose valuable grant funding. The amount of reimbursements of Federal Award reported for in Fiscal Year 2013 was \$9.0 million. State and local grant funding was \$4.0 million in Fiscal Year 2013.

Community Benefits and Considerations:

Independent review of the City's financial statements elevates the level of confidence that the City is reporting fairly, accurately, and within prescribed guidelines.

Community Involvement:

Involve: The community is directly involved through the participation on the Audit Committee.

Inform: Any community member may review the most recent CAFR and Single Audit Report. A copy of the current and historical copies CAFR and Single Audit and SEFA is available in the following locations:

- On the City web site, www.flagstaff.az.gov under the Finance and Budget section (<http://www.flagstaff.az.gov/index.aspx?nid=164>)
- At the Flagstaff Public Library, 300 W Aspen Ave, Flagstaff, Arizona
- At the East Flagstaff Community Library, 3000 N 4th Street, Suite 5, Flagstaff, Arizona
- Contact the Finance Director at (928) 213-2215

Due to file size of these documents, one copy of the CAFR and Single Audit is available in the Council office.

Council Action:

2/19/2013 - EAB - postponed to March 5, 2013, meeting.

Attachments: Mayor and City Council Letter
 City Council and Management Letter



December 23, 2013

To the Honorable Mayor and the Members of the City Council
City of Flagstaff
Flagstaff, Arizona

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Flagstaff (the City) for the year ended June 30, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and OMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 23, 2013. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Flagstaff are described in Note 1 to the financial statements. As described in Note 1A to the financial statements, the City adopted Statement of Governmental Accounting Standards (GASB Statement) No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, and No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, in fiscal year 2013. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Provisions for doubtful accounts
- Donated infrastructures
- Incurred But Not Reported (IBNR) liability
- Landfill closure and post-closure costs and related liability

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The following material misstatements detected as a result of audit procedures were corrected by management:

- Adjustments totaling \$105,205 were recorded to reduce water sales and related sales taxes and accounts receivable to correct overbilling for utilities in the Water and Wastewater fund as of June 30, 2013.
- Adjustments totaling \$748,269 were recorded to record capacity fee revenue and related accounts receivable in the Water and Wastewater fund as of June 30, 2013.
- Adjustments totaling \$202,566 were recorded to properly state work in progress in the Stormwater Utility fund as of June 30, 2013.

In addition, the following summarizes uncorrected misstatements of the financial statements, for which management has determined that their effects are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole:

- Adjustments to decrease miscellaneous accounts receivable and miscellaneous revenue of the General Fund in the net amount of \$98,079 as of June 30, 2013.
- Adjustment to increase miscellaneous accounts receivable and miscellaneous revenue of the Environmental Services Fund in the amount of \$42,312 as of June 30, 2013.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 23, 2013.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of City Council and management of City of Flagstaff and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Eide Sully LLP".

Phoenix, Arizona
December 23, 2013



To the City Council and Management of the
City of Flagstaff, Arizona
Flagstaff, Arizona

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagstaff, Arizona (the City) as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, in accordance with auditing standards generally accepted in the United States of America, and our audit of the Schedule of Expenditures of Federal Awards of the City as of and for the year ended June 30, 2013, in accordance with requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement*, we noted the following recommendations:

Documentation of Exemption from Environmental Reviews

Many funding sources originating with the U.S. Department of Housing and Urban Development require an environmental review be performed before certain construction, modernization, and improvement projects are commenced or, in certain instances, documentation of exemption be documented. In testing three of such projects commenced during fiscal year 2013, one of those projects was exempt from the requirement. Documentation of the exemption was not maintained by the City.

We therefore recommend that the City review its current policies and procedures regarding environmental reviews and federal compliance requirements, revising them as necessary to ensure compliance with this common requirement.

Controls Surrounding Determination of Eligibility

We examined award files for a sample of residents receiving services under the Home Investment Partnership Program grant to ensure that the City properly and consistently determined eligibility of each resident who applied and received services under the grant. Upon our review, we determined that all residents who received services under the grant were eligible for such services. However, based on our review we identified certain opportunities to improve and strengthen controls surrounding the eligibility determination process.

We therefore recommend that the City consistently maintain in project files documentation to verify resident eligibility status at the time of application and also that such determinations be reviewed and approved prior to energy audit and retro-fit services being performed.

A handwritten signature in black ink that reads 'Eide Bailly LLP'.

Phoenix, Arizona
March 5, 2014

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Dan Folke, Planning Director
Co-Submitter: Barbara Goodrich
Date: 04/28/2014
Meeting Date: 05/06/2014



TITLE:

Consideration and Adoption of Ordinance No. 2014-10: An ordinance of the Flagstaff City Council adopting Public Safety development fees (*Impact fees for public safety*).

RECOMMENDED ACTION:

At the May 6, 2014, Council Meeting

- 1) Read Ordinance No. 2014-10 by title only for the first time on May 6, 2014
- 2) City Clerk reads Ordinance No. 2014-10 by title only (if approved above)

At the May 20, 2014, Council Meeting

- 3) Read Ordinance No. 2014-10 by title only for the final time on May 20, 2014
- 4) City Clerk reads Ordinance No. 2014-10 by title only (if approved above)
- 5) Adopt Ordinance No. 2014-10

Policy Decision or Reason for Action:

Current Arizona law requires all development fee programs be abandoned or re-established by August 1, 2014. SB 1525 provides a specific process and time line to adopt new development fees. Adoption of the attached ordinance is the final step in adopting new fees in compliance with state requirements.

Financial Impact:

As presented, the proposed public safety development fees will provide revenues which will fund a proportionate share of capital projects for the Fire and Police Departments necessary to provide services to new development. If impact fees are not collected, alternative revenues will need to be budgeted to maintain the current level of service or the level of service provided to the community can be decreased.

Connection to Council Goal:

1. Retain, expand, and diversify economic base
2. Effective governance

Has There Been Previous Council Decision on This:

On January 7, 2014, the City Council held a public hearing on the Land Use Assumptions (LU) and Infrastructure Improvement Plan (IIP). On February 18, 2014, the City Council adopted the LU and IIP. On April 1, 2014 the City Council held a public hearing on the proposed development fees. Council directed staff to bring back alternatives to the maximum supportable fee presented in the TischlerBise report.

On April 15, 2014, a majority of City Council gave direction to prepare an adoption ordinance with a fee that includes all of the incremental expansion components and removed all components attributed to existing debt service. The direction also including providing one fee for single family homes and removing the bedroom size differential.

Options and Alternatives:

- 1) City Council may adopt the Ordinance as presented with an anticipated effective date of August 1, 2014.
- 2) City Council may amend the proposed Ordinance to add or remove IIP components, thus changing the proposed fees. The Ordinance could be considered on first reading, with the revisions presented at second reading on May 20, 2014.
- 3) City Council may reject the proposed Ordinance and allow the impact fee program to sunset on August 1, 2014.

Background/History:

At the April 15, 2014 regular meeting a majority of City Council directed staff to prepare development fees that do not include the debt service components and to collect one fee for all single family homes, not a fee based on the number of bedrooms. The attached report prepared by TischlerBise, dated May 6, 2014, reflects this direction. Pages 10-13 explain the Council's policy decision and provides updated tables that calculate the proposed development fees. Tables 5 and 6 include the infrastructure components that will be funded by the adjusted fees. Public Safety fees for the Fire Department will fund a proportionate share of Fire vehicles and communications equipment. Fees to the Police Department will fund a proportionate share of Police facilities, vehicles and communications equipment. Both fees will pay for a portion of the Infrastructure Improvement Plan and Development Fee study.

Key Considerations:

Impact fees provide a predictable standard that all developers and builders can plan for as they consider new projects in our community. Should impact fees not be assessed, a similar financial consideration for maintaining current public safety levels may be considered. However, negotiations with each developer will occur separately which may result in an unequal and inconsistent burden due to the timing and result of each project.

Community Benefits and Considerations:

Impact fees assess new development their fair share of the costs to expand services that will maintain the current level of service. Alternative funding sources would be required to maintain services or a reduction in the level of service to the entire community could be considered.

Community Involvement:

Inform - City staff has continued to meet with interested groups and provide the latest information on impact fees. Since the April 15 meeting, staff has provided updates to the Chamber of Commerce Board of Directors and the group known as Flagstaff Professionals. An informational piece was distributed in March to a number of professional organizations and neighborhood associations.

Consult - Through the public outreach staff has received feedback on the maximum supportable fee.

Staff is aware of one letter provided to City Council from the Chamber of Commerce. Public comment has been provided at Council meetings over the past four months.

Involve - Two public hearings have been held; one on the Infrastructure Improvement Plan and Land Use Assumptions, and one on the proposed Development Fees.

Expanded Options and Alternatives:

1. City Council may adopt the Ordinance as presented with an anticipated effective date of August 1, 2014.
2. City Council may amend the proposed Ordinance to add or remove IIP components, thus changing the proposed fees. The Ordinance could be considered on First Reading, with the revisions presented at Second Reading on May 20, 2014.
3. City Council may reject the proposed Ordinance and allow the impact fee program to sunset on August 1, 2014.

Attachments: TischlerBise Report
 Ord. 2014-10

**CITY OF FLAGSTAFF
PUBLIC SAFETY DEVELOPMENT FEE STUDY
DEVELOPMENT FEE REPORT,
INFRASTRUCTURE IMPROVEMENTS PLAN,
AND LAND USE ASSUMPTIONS**

Prepared for:
City of Flagstaff, Arizona

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EXECUTIVE SUMMARY

The City of Flagstaff has engaged TischlerBise to update its Public Safety development fees for necessary public services pursuant to Arizona Revised Statutes 9-463.05. Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality associated with providing necessary public services to a development. The development fees must be based on an Infrastructure Improvements Plan. Development fees cannot be used for, among other things: projects not included in the Infrastructure Improvements Plan, projects related to existing development, or costs related to operations and maintenance.

This Infrastructure Improvements Plan and associated update to the City of Flagstaff Public Safety development fees include the following necessary public services:

- Fire
- Police

This plan includes all necessary elements required to comply with the Arizona Revised Statute 9-463.05.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

Arizona Revised Statute 9-463.05 (hereafter referred to as “development fee enabling legislation”) governs how development fees are calculated for municipalities in Arizona. During the state legislative session of 2011, Senate Bill 1525 (SB 1525) was introduced which significantly amended the development fee enabling legislation. The changes included:

- Amending existing development fee programs by January 1, 2012;
- Abandoning existing development fee programs by August 1, 2014;
- A new development fee program structure developed from a unified Land Use Assumptions document and Infrastructure Improvements Plan;
- New adoption procedures for the Land Use Assumptions, Infrastructure Improvements Plan, and development fees;
- New definitions, including “necessary public services” which defines what categories and types of infrastructure may be funded with development fees;
- Time limitations in development fee collections and expenditures; and
- New requirements for credits, “grandfathering” rules, and refunds.

Governor Brewer signed SB 1525 into law on April 26, 2011. This update of the City’s Public Safety development fees will comply with all of the new requirements of SB 1525.

NECESSARY PUBLIC SERVICES

The City of Flagstaff currently collects development fees for the following infrastructure categories:

- Fire
- Police

Under the new requirements of the development fee enabling legislation, development fees may be used only for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality:

- Water Facilities
- Wastewater Facilities

- Storm Water, Drainage, and Flood Control Facilities
- Library Facilities
- Streets Facilities
- Fire and Police Facilities
- Neighborhood Parks and Recreational Facilities
- Any facility that was financed before June 1, 2011 and that meets the following requirements:
 1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
 2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

INFRASTRUCTURE IMPROVEMENTS PLAN

Development fees must be calculated pursuant to an Infrastructure Improvements Plan (hereafter referred to as the “IIP”). For each necessary public service that is the subject of a development fee, by law, the infrastructure improvements plan shall include the following seven elements:

Element #1: A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.

Element #2: An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.

Element #3: A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

Element #4: A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

Element #5: The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.

Element #6: The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

Element #7: A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development.

QUALIFIED PROFESSIONALS

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.”

TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development impact fee studies over the past 30 years for local governments across the United States.

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DEVELOPMENT FEE REPORT

CALCULATION METHODOLOGIES

Development fees for the necessary public services generated by new development must be based on the same level of service provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for infrastructure capacity.

- **Cost recovery method (past)** is used in instances when a community has oversized a facility or asset in anticipation of future development. This methodology is based on the rationale that new development is repaying the community for its share of the remaining unused capacity.
- **Incremental expansion method (present)** documents the current level of service for each type of public facility. The intent is to use revenue collected to expand or provide additional facilities, as needed to accommodate new development, based on the current cost to provide capital improvements.
- **Plan-based method (future)** utilizes a community's capital improvement plan and/or other adopted plans or engineering studies to guide capital improvements needed to serve new development.

Figure 1 is a summary of the methodologies and components used to calculate the IIP and development fees.

Figure 1: Recommended Calculation Methodologies

Type of Necessary Public Services	Methodology		
	Cost Recovery (Past)	Incremental Expansion (Present)	Plan Based (Future)
Fire	<ul style="list-style-type: none">• Facilities• Apparatus• Equipment• Communications Infrastructure	<ul style="list-style-type: none">• Vehicles• Communications Equipment	Not Applicable
Police	<ul style="list-style-type: none">• Communications Infrastructure	<ul style="list-style-type: none">• Facilities• Vehicles• Communications Equipment	Not Applicable

Reporting Results

Calculations throughout this Study are based on analysis conducted using Excel software. Formulas and results are discussed herein using one-and two-digit place (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the Study (due to the rounding of figures shown, not in the analysis.)

PUBLIC SAFETY DEVELOPMENT FEES

Based on the data, assumptions, and calculation methodologies in the [Land Use Assumptions](#) and Infrastructure Improvements Plans, the maximum supportable development fees are presented in the [Fire Facilities Infrastructure Improvements Plan](#), and [Police Facilities Infrastructure Improvements Plan](#) chapters, respectively.

Based on discussions with City Officials and staff, the development fees proposed for adoption, as shown in Figure 2, reflect two policy decisions regarding the City's public safety development fees presented in this Development Fee Study. The City will not:

1. Adopt a graduated fee schedule for single residential units based on the number of bedrooms per unit.
2. Collect development fees for previously made capital expansions funded through bonds.

Figure 2: Proposed City of Flagstaff Public Safety Development Fees

		Fire	Police	TOTAL Development Fee
		~~~~~ Per Housing Unit ~~~~~		
<b>Residential</b>	<b>Number of Bedrooms</b>			
2+ Units	All Sizes	\$170	\$342	\$512
Single Unit	Avg	\$182	\$366	\$548
		~~ Per Square Foot of Floor Area ~~		
<b>Nonresidential</b>				
Commercial		\$0.29	\$0.59	\$0.88
Office/Institutional		\$0.11	\$0.23	\$0.34
Industrial/Flex		\$0.03	\$0.08	\$0.11

Source: TischlerBise

## COMPARISON TO CURRENT DEVELOPMENT FEES

The City of Flagstaff currently collects development fees for the following infrastructure categories:

- Fire
- Police

The City's current development fees, effective as of January 1, 2012, are shown below.

**Figure 3: City of Flagstaff Development Fees, Effective January 1, 2012**

Current Development Fee Schedule		Fire	Police	Current Development Fee
Number of Bedrooms		~~~~~ Per Housing Unit ~~~~~		
<b>Residential</b>				
2+ Units	All Sizes	\$352	\$184	\$536
Single Unit	Avg	\$444	\$231	\$675
<b>Nonresidential [1]</b>		~~ Per Square Foot of Floor Area ~~		
Commercial		\$0.81	\$0.68	\$1.49
Office/Institutional		\$0.28	\$0.24	\$0.52
Industrial/Flex		\$0.07	\$0.06	\$0.13

Source: TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

[1] The 2012 nonresidential fees were by size thresholds, averages are shown here.

The changes between the proposed fees and the current fees are shown in the figure below. Note: the red figures in parentheses represent decreases in fee amounts.

**Figure 4: Changes Between City of Flagstaff Current and Proposed Development Fees**

		Net Change		
		Fire	Police	Development Fee
Number of Bedrooms		~~~~~ Per Housing Unit ~~~~~		
<b>Residential</b>				
2+ Units	All Sizes	(\$182)	\$158	(\$24)
Single Unit	Avg	(\$262)	\$135	(\$127)
<b>Nonresidential</b>		~~ Per Square Foot of Floor Area ~~		
Commercial		(\$0.52)	(\$0.09)	(\$0.61)
Office/Institutional		(\$0.17)	(\$0.01)	(\$0.18)
Industrial/Flex		(\$0.04)	\$0.02	(\$0.02)

Source: TischlerBise

## FIRE FACILITIES DEVELOPMENT FEES

Figure 5 shows the proposed Fire Facilities development fee schedule, which differs from the maximum supportable development fees discussed in the [Fire Facilities Infrastructure Improvements Plan](#) chapter due to the policy decisions not to adopt a graduated fee schedule for single residential units, and not to collect development fees for previously made capital expansions funded through bonds.

**Figure 5: Fire Facilities Development Fees**

<i>Fire Level Of Service and Capital Costs</i>	<i>Per Person</i>
Fire Vehicles	\$63.83
Fire Communications Equipment	\$0.63
IIP and Development Fee Study	\$1.93
<b>GROSS CAPITAL COST</b>	<b>\$66.39</b>

Revenue Credit	0%	(\$0.00)
<b>NET CAPITAL COST</b>		<b>\$66.39</b>

<i>Fire Residential Development Fee Schedule</i>			<b>Development Fee per Housing Unit</b>		
<i>Unit Type</i>	<i>Number of Bedrooms</i>	<i>Persons per Household [1]</i>	<i>Proposed Fee</i>	<i>Current Fee [2]</i>	<i>Increase (Decrease)</i>
2+ Units	All Sizes	2.57	\$170	\$352	(\$182)
Single Unit	Avg	2.75	\$182	\$444	(\$262)

[1] TischlerBise. (2013). Development Fee Land Use Assumptions

[2] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

<i>Fire Level Of Service and Capital Costs</i>	<i>Per Trip</i>
Fire Vehicles	\$19.94
Fire Communications Equipment	\$0.20
IIP and Development Fee Study	\$0.79
<b>GROSS CAPITAL COST</b>	<b>\$20.93</b>

Revenue Credit	0%	(\$0.00)
<b>NET CAPITAL COST</b>		<b>\$20.93</b>

<i>Fire Nonresidential Development Fee Schedule</i>			<b>Development Fee per Square Foot of Floor Area</b>		
<i>Nonresidential Land Use</i>	<i>Weekday Vehicle Trip Ends</i>	<i>Trip Rate Adj. Factors</i>	<i>Proposed Fee</i>	<i>Current Fee [3]</i>	<i>Increase (Decrease)</i>
	<i>(Per 1,000 sq. ft.)</i>		<i>(Per Square Foot of Floor Area)</i>		
Commercial	42.70	33%	\$0.29	\$0.81	(\$0.52)
Office/Institutional	11.03	50%	\$0.11	\$0.28	(\$0.17)
Industrial/Flex	3.82	50%	\$0.03	\$0.07	(\$0.04)

[3] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

The 2012 nonresidential fees were by size thresholds, averages are shown here.



## POLICE FACILITIES DEVELOPMENT FEES

Figure 6 shows the proposed Police Facilities development fee schedule, which differs from the maximum supportable development fees discussed in the [Police Facilities Infrastructure Improvements Plan](#) chapter due to the policy decisions not to adopt a graduated fee schedule for single residential units, and not to collect development fees for previously made capital expansions funded through bonds.

**Figure 6: Police Facilities Development Fees**

<i>Police Level Of Service and Capital Costs</i>	<i>Per Person</i>
Police Facilities	\$104.19
Police Vehicles	\$24.99
Police Communications Equipment	\$2.33
IIP and Development Fee Study	\$1.82
<b>GROSS CAPITAL COST</b>	<b>\$133.33</b>

Revenue Credit	0%	(\$0.00)
<b>NET CAPITAL COST</b>		<b>\$133.33</b>

<i>Police Residential Development Fee Schedule</i>			<i>Development Fee per Housing Unit</i>		
<i>Unit Type</i>	<i>Number of Bedrooms</i>	<i>Persons per Household [1]</i>	<i>Proposed Fee</i>	<i>Current Fee [2]</i>	<i>Increase (Decrease)</i>
2+ Units	All Sizes	2.57	\$342	\$184	\$158
Single Unit	Avg	2.75	\$366	\$231	\$135

[1] TischlerBise. (2013). Development Fee Land Use Assumptions

[2] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

<i>Police Level Of Service and Capital Costs</i>	<i>Per Trip</i>
Police Facilities	\$32.55
Police Vehicles	\$7.81
Police Communications Equipment	\$0.73
IIP and Development Fee Study	\$0.75
<b>GROSS CAPITAL COST</b>	<b>\$41.84</b>

Revenue Credit	0%	(\$0.00)
<b>NET CAPITAL COST</b>		<b>\$41.84</b>

<i>Police Nonresidential Development Fee Schedule</i>			<i>Development Fee per Square Foot of Floor Area</i>		
<i>Nonresidential Land Use</i>	<i>Weekday Vehicle Trip Ends</i>	<i>Trip Rate Adj. Factors</i>	<i>Proposed Fee</i>	<i>Current Fee [3]</i>	<i>Increase (Decrease)</i>
	<i>(Per 1,000 sq. ft.)</i>		<i>(Per Square Foot of Floor Area)</i>		
Commercial	42.70	33%	\$0.59	\$0.68	(\$0.09)
Office/Institutional	11.03	50%	\$0.23	\$0.24	(\$0.01)
Industrial/Flex	3.82	50%	\$0.08	\$0.06	\$0.02

[3] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

The 2012 nonresidential fees were by size thresholds, averages are shown here.

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## FIRE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

### OVERVIEW

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ARS 9-463.05 (T)(7)(f) defines the facilities and assets, which can be included in the Fire Facilities IIP:

*“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation.”*

The Fire Facilities IIP includes components for the Fire facilities, Fire fleet (vehicles/apparatus/equipment), and the Fire Department’s proportionate share of the City of Flagstaff public safety communications command center system (communications equipment and infrastructure), and the cost of preparing the Fire Facilities IIP and Development Fee Study. Cost recovery is used to calculate the IIP for the Fire facilities, apparatus, equipment, and communications infrastructure. Incremental expansion is used to calculate the Fire vehicles and communications equipment elements of the Fire IIP and Development Fees.

### SERVICE AREA

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The City’s Fire facilities and assets serve the entire city. The service area for the Fire Facilities IIP and development fees is Citywide.

### PROPORTIONATE SHARE

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ARS 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire IIP uses a proportionate share concept to allocate the demand between residential and nonresidential development. The demand for Fire facilities and assets in City of Flagstaff is measured by annual calls for service. Calls for service data from 2012, in combination with functional population factors (described below), were used to determine the relative demand for service from residential and nonresidential development.

## Functional Population

TischlerBise recommends functional population to allocate the cost of Fire Facilities to residential and nonresidential development. Functional population has a long history in the professional literature. Originally called activity analysis by Stuart Chapin in 1965, and incorporated into development impact fee methodology by James Nicholas in the mid-1980s, functional population has been used to equitably spread infrastructure costs between residential and nonresidential sectors. TischlerBise has refined the functional population concept by incorporating what the U.S. Census Bureau calls “daytime population.” Using jurisdiction-specific data on commuting patterns, it is now possible to account for where people live and work (i.e., spend their daily hours). As shown below, residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Flagstaff are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Flagstaff are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2010 decennial census and Longitudinal Employer-Household Dynamics data, both provided by the U.S. Census Bureau, the cost allocation for residential development is 70 percent, while nonresidential development accounts for 30 percent of the demand for Fire Facilities.

**Figure 7: City of Flagstaff Functional Population**

	<u>Demand Units in 2010</u>		<u>Demand Hours/Day</u>	<u>Person Hours</u>
<b>Residential</b>				
Population	65,870			
Residents Not Working	36,843		20	736,860
Resident Workers	29,027			
Worked in City	17,161		14	240,254
Worked Outside City	11,866		14	166,124
Residential Subtotal				<b>1,143,238 70%</b>
<b>Nonresidential</b>				
Non-working Residents	36,843		4	147,372
Jobs Located in City	34,744			
Residents Working in City	17,161		10	171,610
Non-Resident Workers (inflow commuters)	17,583		10	175,830
Nonresidential Subtotal				<b>494,812 30%</b>
TOTAL				<b>1,638,050</b>

Source: U.S. Census Bureau, 2010 Decennial Census; U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics

## Service Units

The Fire Facilities costs are allocated to both residential and nonresidential development based on an analysis of functional population and calls for service. For residential development, fees are calculated on a per capita basis, and then converted to an appropriate amount by type of housing unit based on persons per household.

For nonresidential development fees, TischlerBise recommends using nonresidential vehicle trips as the demand indicator for Fire Facilities. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial/flex development. Office and institutional trip rates fall between the other two categories. Because the Fire Department responds to emergency medical services calls for service this ranking of trip rates is consistent with the relative demand for Fire services from nonresidential development.

Other possible nonresidential demand indicators, such as employment or floor area, would not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, Fire development fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, Fire development fees would be too high for industrial development. More information regarding the calculation of nonresidential vehicle trips can be found in Figure 19: Fire Facilities Ratio of Service Unit to Land Use.

## Fire Department Calls for Service

The functional population allocation to residential (70%) and nonresidential (30%) development is applied to the 2012 calls for service data provided by the City of Flagstaff Fire Department to derive calls for service per service unit (i.e., population for residential development, and vehicle trips for nonresidential development). Of the Fire Department's 10,178 calls for service, 7,125 are assigned to residential development, and 3,053 are assigned to nonresidential development, based on functional population.

**Figure 8: Fire Facilities Proportionate Share**

	<b>2012</b>
<b>Total Calls for Service</b>	<b>10,178</b>

Source: City of Flagstaff, Fire Department

Land Use	Proportionate Share	Estimated Calls for Service (CFS)	2013 Service Units	CFS per Service Unit
Residential	70%	7,125	74,941 Population	0.10
Nonresidential	30%	3,053	102,819 Nonres Vehicle Trips	0.03

## Public Safety Communications Command Center Calls for Service

The City of Flagstaff shares a Public Safety Communications Command Center and associated infrastructure with Coconino County and surrounding public safety agencies. The shared command center received 71,475 calls for service from all jurisdictions in calendar year 2012. Calls for service for the City of Flagstaff Fire Department accounted for 14 percent of the total public safety calls for service received. This proportionate share factor will be used to calculate the demands placed on the *communications equipment* (e.g., portable communication radios, and stationary computer components) by the Fire Department.

Proportionate share factors for demands placed on the *communications infrastructure* (e.g., telecommunications towers for wireless network) by the Fire Department were provided by the City of Flagstaff Police Department based on use by the City's Fire, Police, and Public Works departments, and other jurisdictions. Proportionate share factors for *communications infrastructure* differ from *communications equipment* due to additional impact from Public Works. Proportionate share factors are shown below.

Figure 9: Public Safety Communications Command Center Proportionate Share¹

Public Safety Agency	Calls for Service [1]	Proportionate Share for Communications	
		Equipment [1]	Infrastructure [2]
Flagstaff Police	43,304	61%	27%
Flagstaff Fire	10,178	14%	18%
Other Jurisdictions	17,993	25%	26%
Flagstaff Public Works	Not Applicable	0%	29%
<b>Total Calls Received in 2012</b>	71,475	100%	100%

[1] Proportionate share factors for Communications Equipment are based on total calls for service dispatched by the Public Safety Communications Command Center.

[2] Proportionate share factors (shown here as rounded figures) for Communications Infrastructure were provided by the City of Flagstaff Police Department. The City of Flagstaff Department of Public Works places demands on the communications infrastructure but not on the Public Safety Communications Command Center.

¹ The proportionate share factors by department for the *Communications Infrastructure* are shown as rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown here (due to the rounding of figures shown, not in the analysis.)

## IIP FOR FIRE FACILITIES

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For each necessary public service that is the subject of a development fee, ARS 9-463.05(E) requires that the IIP include seven elements. The sections below detail each of these elements. (A forecast of new revenues generated by sources other than development fees can be found in **Appendix B – Forecast of Revenues Other Than Development Fees.**)

### Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS 9-463.05(E)(1) requires:

*“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”*

ARS 9-463.05(E)(2) requires:

*“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”*

## Fire Facilities

### Level of Service

The City recently completed a multi-year plan to relocate and expand its Fire facilities. The current inventory of qualified Fire facilities totals 59,197 square feet, which includes excess capacity to serve future demand. The level of service (LOS) for Fire facilities is a measure of square feet per service unit. The current LOS for residential development is calculated as follows: (59,197 square feet X 70% residential proportionate share)/74,941 persons) = 0.55 square feet per capita.² This calculation is repeated for nonresidential development using 2013 nonresidential vehicle trips. The results are shown in Figure 10.

**Figure 10: Level of Service – Fire Facilities**

Facility [1]	Total Square Feet	Cost/SF	Replacement Cost
Station 1	7,913	\$520	\$4,114,760
Station 2	14,631	\$352	\$5,150,112
Station 3	9,340	\$333	\$3,110,220
Station 4	5,600	\$232	\$1,299,200
Station 5	7,913	\$487	\$3,853,631
Station 6	9,000	\$337	\$3,033,000
Station 10 (Airport)	2,800	\$250	\$700,000
Current Fire Mechanic Space	2,000	\$250	\$500,000
<b>TOTAL</b>	<b>59,197</b>	<b>\$368</b>	<b>\$21,760,923</b>

Source: City of Flagstaff Fire Department

[1] Reflects non-administrative space

Service Unit	Proportionate Share	2013	2020	2023
City Population	70%	74,941	80,918	83,025
	Square Feet Per Capita	0.55	0.51	0.50
Nonresidential Vehicle Trips	30%	102,819	109,630	112,683
	Square Feet per Nonresidential Vehicle Trip	0.17	0.16	0.16

Debt was issued in 2006 and 2012 to help fund the expansion of Fire facilities. As new development utilizes its proportionate share of the available capacity of existing Fire facilities, the City plans to have it pay a proportionate share of the remaining debt, scheduled to be retired in 2020 and 2023. As shown above, if no new Fire facilities are added and development occurs at the rate shown in the [Land Use Assumptions](#), the LOS for Fire facilities will change over the next ten years. The current LOS is 0.55 square feet per capita and 0.17 square feet per nonresidential vehicle trip. By 2023, the LOS for current Fire facilities will be 0.50 and 0.16 respectively.

² Level of service is shown as a rounded figure. However, the analysis itself uses figures carried to their ultimate decimal places; therefore the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown here (due to the rounding of figures shown, not in the analysis.)



### **Cost per Service unit**

Debt was issued in 2006 and 2012 to pay for the expansion of Fire facilities to the current square footage of 59,197. As new development utilizes its proportionate share of the available capacity of the Fire facilities, the City plans to have new development pay for its share of the remaining debt. Thus, the cost recovery methodology is used to calculate the cost per service unit by land use. Growth share is based on projected persons and trips at the end of each bond term.

The City of Flagstaff has a fiscal year that runs July 1st through June 30th. The final payments for Fire facilities debt are due July 1st, or the start of the fiscal year. Therefore, the service units at the time of the last July payment are used to calculate the growth share by land use for each debt schedule. The final payment for the 2006 Series A debt is due July 1, 2023. TischlerBise projects the City of Flagstaff will add 8,084 persons and see an additional 9,864 nonresidential vehicle trips between July of 2013 and 2023, which equates to 9 percent of the 2023 projected combined population and nonresidential trips. The formula to calculate growth share for the 2006 Series A debt is (195,708 population and nonresidential vehicle trips in 2023 – 177,760 population and nonresidential vehicle trips in 2013) / 195,708 population and nonresidential vehicle trips in 2023 = 9 percent (*rounded*).

The cost per service unit for residential development is calculated as follows: ((9% growth share x \$10,901,463 remaining principal and interest) x 70% residential proportionate share)/8,084 net increase in persons = \$84.96 cost per capita. This calculation is repeated for each land use and each debt obligation. The results are a combined cost per service unit for Fire facilities of \$109.18 per capita, and \$38.95 per nonresidential vehicle trip.

**Figure 11: Cost Recovery – Fire Facilities**

Debt Obligation		Year of Final	Remaining Principal
Name	Year Issued	Payment	and Interest
Series A	2006	2023	\$10,901,463

Land Use	Growth Share [1]	Proportionate Share [2]	Increase 2013-2023 Service Units [3]	Cost per Service Unit
Residential	9%	70%	8,084 Population	\$84.96
Nonresidential		30%	9,864 Nonres Vehicle Trips	\$29.84

Debt Obligation		Year of Final	Remaining Principal
Name	Year Issued	Payment	and Interest
Series 2011	2012	2020	\$2,954,241

Land Use	Growth Share [1]	Proportionate Share [2]	Increase 2013-2020 Service Units [3]	Cost per Service Unit
Residential	7%	70%	5,977 Population	\$24.22
Nonresidential		30%	6,811 Nonres Vehicle Trips	\$9.11

Source: City of Flagstaff, Finance Department

[1] Share of projected population and nonresidential vehicle trips attributable to new growth

[2] TischlerBise. (2013). Functional Population

[3] TischlerBise. (2013). Development Fee Land Use Assumptions

Land Use	Combined Cost per Service Unit
Residential	<b>\$109.18</b>
Nonresidential	<b>\$38.95</b>

## Fire Fleet - Vehicles, Apparatus and Equipment

### Level of Service

The City plans to maintain the current LOS for Fire vehicles, apparatus, and equipment. The City currently has a 37-unit fleet of Fire vehicles, apparatus, and equipment. Based on the proportionate share analysis discussed above, residential development creates 70 percent of the demand for the Fire fleet, with nonresidential development accounting for 30 percent of the demand. The current LOS for residential development is calculated as follows:  $((37 \text{ units} \times 70\% \text{ proportionate share}) / (74,941 \text{ persons} / 1,000)) = 0.35 \text{ vehicles per 1,000 persons}$ . This calculation is repeated for nonresidential development resulting in a LOS of 0.11 vehicles per 1,000 nonresidential vehicle trips.

**Figure 12: Level of Service Fire Fleet - Vehicles, Apparatus, and Equipment**

Type	Description	Units in Service	Unit Price [1]	Replacement Cost
Vehicle	Ladder Apparatus	1	\$895,034	\$895,034
Vehicle	Rescue - Heavy	1	\$560,867	\$560,867
Vehicle	TYPE 1 Engine	1	\$448,478	\$448,478
Vehicle	Pumper Apparatus	4	\$394,641	\$1,578,564
Vehicle	Type 1 Pumper	1	\$359,539	\$359,539
Vehicle	TYPE 3 Wildlands	3	\$358,000	\$1,074,000
Vehicle	Water Tender	2	\$270,000	\$540,000
Vehicle	HAZMAT Truck	1	\$251,392	\$251,392
Vehicle	Rescue - Medic	1	\$244,247	\$244,247
Vehicle	TYPE 6 Engine	2	\$130,000	\$260,000
Vehicle	TYPE 6 Brush Truck	2	\$130,000	\$260,000
Vehicle	Rescue - Light	1	\$43,220	\$43,220
Vehicle	Light Duty Vehicle	9	\$26,139	\$235,253
Vehicle	Heavy Duty Vehicle	3	\$24,657	\$73,972
Vehicle	Trailers	2	\$4,586	\$9,171
Apparatus	Aerial Truck (quint ladder)	1	\$800,000	\$800,000
Apparatus	Pumper Truck	1	\$359,539	\$359,539
Equipment	SCBA Equipment	1	\$220,358	\$220,358
Total Fleet		37	\$221,990	\$8,213,633

Source: City of Flagstaff Fire Department

[1] Reflects the unit cost at year of purchase adjusted for inflation to Feb 2013 CPI

Land Use	Proportionate Share	2013 Service Units	Vehicles, Apparatus and Equipment Per 1,000 Service Units
Residential	70%	74,941 Population	0.35
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.11

### Cost per Service unit

The cost per service unit for the incremental expansion of Fire vehicles is calculated in Figure 13. *The cost per service unit of Fire apparatus, and for Fire equipment are each calculated separately.* The City of Flagstaff debt financed the purchase of large Fire apparatus--an Aerial Truck and Pumper Truck--and Fire equipment for use in the entire service area. As new development utilizes its proportionate share of the available capacity of these apparatus and equipment units the City plans to have new development pay for its share of the remaining debt. Thus, the cost recovery methodology is used to calculate the cost per service unit for Fire apparatus, and for Fire equipment (explained below). The cost per service unit for Fire vehicles is calculated using an incremental expansion methodology.

### Vehicles

To calculate the cost per service unit for the 34 units of Fire vehicles, the replacement costs for the apparatus and equipment were subtracted from the total replacement cost of the Fire fleet for an adjusted value of \$6,833,736 for the Fire vehicles. The current cost of Fire vehicles per service unit for residential development is calculated as follows: ((34 vehicle units X 70% proportionate share) / (74,941 persons/1,000)) = 0.32 level of service X \$200,992 average cost per vehicle = \$63.83 cost per capita. This calculation is repeated for nonresidential development and results in a cost per service unit of \$19.94.

**Figure 13: Incremental Expansion – Fire Vehicles**

Type	Description	Units in Service	Unit Price [1]	Replacement Cost
Vehicle	Ladder Apparatus	1	\$895,034	\$895,034
Vehicle	Rescue - Heavy	1	\$560,867	\$560,867
Vehicle	TYPE 1 Engine	1	\$448,478	\$448,478
Vehicle	Pumper Apparatus	4	\$394,641	\$1,578,564
Vehicle	Type 1 Pumper	1	\$359,539	\$359,539
Vehicle	TYPE 3 Wildlands	3	\$358,000	\$1,074,000
Vehicle	Water Tender	2	\$270,000	\$540,000
Vehicle	HAZMAT Truck	1	\$251,392	\$251,392
Vehicle	Rescue - Medic	1	\$244,247	\$244,247
Vehicle	TYPE 6 Engine	2	\$130,000	\$260,000
Vehicle	TYPE 6 Brush Truck	2	\$130,000	\$260,000
Vehicle	Rescue - Light	1	\$43,220	\$43,220
Vehicle	Light Duty Vehicle	9	\$26,139	\$235,253
Vehicle	Heavy Duty Vehicle	3	\$24,657	\$73,972
Vehicle	Trailers	2	\$4,586	\$9,171
Apparatus	Aerial Truck (quint ladder)	1	\$800,000	\$800,000
Apparatus	Pumper Truck	1	\$359,539	\$359,539
Equipment	SCBA Equipment	1	\$220,358	\$220,358
	Total Fleet	37	\$221,990	\$8,213,633
	Total for Fire Vehicles	34	\$200,992	\$6,833,736

Source: City of Flagstaff Fire Department

[1] Reflects the unit cost at year of purchase adjusted for inflation to Feb 2013 CPI

Land Use	Proportionate Share	2013 Service Units	Vehicles Per 1,000 Service Units	Cost per Service Unit
Residential	70%	74,941 Population	0.32	<b>\$63.83</b>
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.10	<b>\$19.94</b>

### Apparatus

The cost per service unit for the Fire apparatus (using the cost recovery methodology) is calculated using a growth share based on projected persons and nonresidential vehicle trips at the time of the last payment, July 1, 2019. Of the projected 188,870 combined population and nonresidential vehicle trips in 2019, 11,110 (6 percent) are attributable to new growth between 2013 and 2019. The formula to calculate growth share is as follows:  $(188,870 \text{ population and nonresidential vehicle trips in 2019} - 177,760 \text{ population and nonresidential vehicle trips in 2013}) / 188,870 \text{ population and nonresidential vehicle trips in 2019} = 6 \text{ percent (rounded)}$

The Fire apparatus cost per service unit for residential development is calculated as follows:  $((6\% \text{ growth share} \times \$289,122 \text{ remaining principal and interest}) \times 70\% \text{ residential proportionate share}) / 5,293 \text{ net increase in persons} = \$2.29 \text{ cost per capita}$ . This calculation is repeated for nonresidential development and results in a cost per service unit of \$0.89.

**Figure 14: Cost Recovery – Fire Apparatus**

Debt Obligation		Year of Final	Remaining Principal
Name	Year Issued	Payment	and Interest
Fire Vehicles	2010	2019	\$289,122

Land Use	Growth Share [1]	Proportionate Share [2]	Increase 2013-2019 Service Units [3]	Cost per Service Unit
Residential	6%	70%	5,293 Population	<b>\$2.29</b>
Nonresidential		30%	5,817 Nonres Vehicle Trips	<b>\$0.89</b>

Source: City of Flagstaff, Finance Department

[1] Share of projected population and nonresidential vehicle trips attributable to new growth

[2] TischlerBise. (2013). Functional Population

[3] TischlerBise. (2013). Development Fee Land Use Assumptions

### Equipment

The cost per service unit for the Fire equipment (using the cost recovery methodology) is calculated using a growth share based on projected persons and trips at the time of the last payment, July 1, 2023. Of the projected 195,708 combined population and nonresidential vehicle trips in 2023, 17,948 (9 percent) are attributable to new growth between 2013 and 2023. The formula to calculate growth share is as follows:  $(195,708 \text{ population and nonresidential vehicle trips in 2023} - 177,760 \text{ population and nonresidential vehicle trips in 2013}) / 195,708 \text{ population and nonresidential vehicle trips in 2023} = 9 \text{ percent (rounded)}$ .

The Fire equipment cost per service unit for residential development is calculated as follows:  $((9\% \text{ growth share} \times \$169,414 \text{ remaining principal and interest}) \times 70\% \text{ residential proportionate share}) / 8,084 \text{ net increase in persons} = \$1.32 \text{ cost per capita}$ . This calculation is repeated for nonresidential development and results in a cost per service unit of \$0.46.

**Figure 15: Cost Recovery – Fire Equipment**

Debt Obligation		Year of Final	Remaining Principal
Name	Year Issued	Payment	and Interest
SCBA Equipment	2006	2023	\$169,414

Land Use	Growth Share [1]	Proportionate Share [2]	Increase 2013-2023 Service Units [3]	Cost per Service Unit
Residential	9%	70%	8,084 Population	<b>\$1.32</b>
Nonresidential		30%	9,864 Nonres Vehicle Trips	<b>\$0.46</b>

Source: City of Flagstaff, Finance Department

[1] Share of projected population and nonresidential vehicle trips attributable to new growth

[2] TischlerBise. (2013). Functional Population

[3] TischlerBise. (2013). Development Fee Land Use Assumptions

### Fire Communications System - Equipment and Infrastructure

The City of Flagstaff maintains an inventory of portable and stationary communications equipment, and the communications infrastructure associated with the shared Public Safety Communications Command Center system. The shared center dispatches calls for the City of Flagstaff, Coconino County and surrounding public safety agencies, as well as providing communications infrastructure for the City of Flagstaff Department of Public Works. Each agency places differing levels of demand on the system. As discussed above, annual calls for service were used to calculate the share of the components allocated to the City of Flagstaff Fire Department; and functional population factors were used to calculate the demands placed on the system by residential and nonresidential land uses in the service area.

### **Level of Service**

There are two types of communications equipment associated with the shared system; first is the portable equipment assigned to staff and vehicles, and second is the computer equipment necessary to dispatch and track calls for service. Communications infrastructure includes the telecommunications towers for the wireless network.

Of the equipment and infrastructure that constitute the City of Flagstaff shared system, the City of Flagstaff Fire Department makes use of 51 components. Portable components used by the Fire Department are allocated to the Fire Department at 100 percent. Dispatch communications components like the computer system's server are allocated based on demand on the system generated by the Fire Department (14%), as determined by calls for service (see the Proportionate Share section above).

Demand placed on the *communications infrastructure* by the Fire Department was determined by the City of Flagstaff. According to the City, the Fire Department generates 18.41 percent of the total demand for the *communications infrastructure*. The remaining demand on the *communications infrastructure* is generated by the Flagstaff Police and Public Works Departments as well as from other jurisdictions.

As shown in Figure 16, these proportionate share factors are used to adjust the count of components to reflect only the share of the total 51 components used by the Fire Department. The Fire Department uses 100 percent of the 6 *portable communications* components, 14 percent of the 44 *dispatch communications* components, and 18.41 percent of the *communications infrastructure*. These shares equate to 12.34 units of communications equipment and infrastructure used by the Fire Department.

The communications equipment and infrastructure LOS for residential development is calculated as follows:  $(12.34 \text{ pieces of equipment} \times 70\% \text{ proportionate share}) / (74,941 \text{ person} / 1,000) = 0.12 \text{ pieces of equipment per 1,000 persons}$ . This calculation is repeated for nonresidential development resulting in a LOS of 0.04 pieces of equipment per 1,000 nonresidential vehicle trips.

**Figure 16: Level of Service Fire Communications System - Equipment and Infrastructure**

Communications System Equipment and Infrastructure	Units in Service	Fire Dept. Share of Units [1]	Units Used by Fire Dept.	Average Cost per Unit	Replacement Cost [2]
Equipment - Portable Communications	6	100.00%	6.00	\$5,733	\$34,400
Equipment - Dispatch Communications	44	14.00%	6.16	\$5,366	\$33,055
Infrastructure - Tower and Network [3]	1	18.41%	0.18	\$3,952,287	\$727,616
<b>TOTAL</b>	<b>51</b>		<b>12.34</b>	<b>\$82,800</b>	<b>\$795,071</b>

Source: City of Flagstaff Police Department

[1] City of Flagstaff Public Safety Communications Command Center

[2] Replacement cost is the Fire Department's share of Total Units multiplied by cost per unit.

[3] City of Flagstaff. (2012). Communications Infrastructure proportionate share

Land Use	Proportionate Share	2013 Service Units	Equipment & Infrastructure per 1,000 Service Units
Residential	70%	74,941 Population	0.12
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.04

### **Cost per Service unit**

The costs per service unit for the Fire *communications equipment* and *communications infrastructure* are calculated separately.

- **Communications Infrastructure:** The City of Flagstaff debt financed the expansion of the public safety *communications infrastructure* in 2011. As new development utilizes its proportionate share of the available capacity of the expanded system the City plans to have new development pay for its share of the remaining debt. Thus, the cost recovery methodology is used to calculate the cost per service unit for Fire *communications infrastructure* (shown in Figure 18).
- **Communications Equipment:** The cost per service unit for Fire *communications equipment* is calculated using an incremental expansion methodology.

### **Communications Equipment**

To calculate the cost per service unit for Fire communications equipment the replacement costs are calculated for each component by multiplying the per unit cost by the share of units allocated to the Fire Department. Next, the replacement value for just the *communications equipment* was calculated resulting in a value of \$67,455 for the Fire *communications equipment* alone. (*Communications infrastructure* is calculated and shown separately). The current cost of Fire *communications equipment* per service unit for residential development is calculated as follows: (\$67,455 replacement value X 70% proportionate share)/74,941 persons = \$0.63 per capita. This calculation is repeated for nonresidential development and results in a cost per service unit of \$0.20.

**Figure 17: Incremental Expansion – Communications Equipment**

Communications System Equipment and Infrastructure	Units in Service	Fire Dept. Share of Units [1]	Units Used by Fire Dept.	Average Cost per Unit	Replacement Cost [2]
Equipment - Portable Communications	6	100.00%	6.00	\$5,733	\$34,400
Equipment - Dispatch Communications	44	14.00%	6.16	\$5,366	\$33,055
Infrastructure - Tower and Network [3]	1	18.41%	0.18	\$3,952,287	\$727,616
<b>TOTAL</b>	<b>51</b>		<b>12.34</b>	<b>\$82,800</b>	<b>\$795,071</b>
<b>Total for Communications Equipment</b>	<b>50</b>		<b>12.16</b>	<b>\$5,547</b>	<b>\$67,455</b>

Source: City of Flagstaff Police Department

[1] City of Flagstaff Public Safety Communications Command Center

[2] Replacement cost is the Fire Department's share of Total Units multiplied by cost per unit.

[3] City of Flagstaff. (2012). Communications Infrastructure proportionate share

Land Use	Proportionate Share	2013 Service Units	Equipment per 1,000 Service Units	Cost per Service Unit
Residential	70%	74,941 Population	0.11	<b>\$0.63</b>
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.04	<b>\$0.20</b>

### *Communications Infrastructure*

Debt was issued in 2011 to pay for the expansion of the Public Safety Communications Command Center infrastructure. As new development utilizes its proportionate share of the available capacity of the *communications infrastructure*, the City plans to have new development pay for its share of the remaining debt. Thus, the cost recovery methodology is used, and the growth share is based on projected persons and trips at the end of the bond term.

The City's Fire, Police, and Public Works Departments use the *communications infrastructure*, along with surrounding public safety agencies. According to the City of Flagstaff, the Fire Department generates 18.41 percent of total demand on the infrastructure.

The City of Flagstaff has a fiscal year that runs July 1st through June 30th. The final payment for the *communications infrastructure* debt is due July 1st, or the start of the fiscal year. Therefore, the service units at the time of the last July payment are used to calculate the growth share by land use. TischlerBise projects the City of Flagstaff will add 6,670 persons and see an additional 7,811 nonresidential vehicle trips between July of 2013 and 2021, which equates to 8 percent of the 2021 projected combined population and nonresidential trips. The formula to calculate growth share is as follows:  $(192,241 \text{ population and nonresidential vehicle trips in 2021} - 177,760 \text{ population and nonresidential vehicle trips in 2013}) / 192,241 \text{ population and nonresidential vehicle trips in 2021} = 8 \text{ percent (rounded)}$ .

The cost per service unit for residential development is calculated as follows:  $(\$3,658,398 \text{ remaining principal and interest} \times 18.41\% \text{ Fire proportionate share} \times 8\% \text{ growth share} \times 70\% \text{ residential proportionate share}) / 6,670 \text{ net increase in persons} = \$5.65 \text{ cost per capita}$ . This calculation is repeated for nonresidential development and results in a cost per nonresidential vehicle trip of \$2.07.

**Figure 18: Cost Recovery – Fire Communications Infrastructure**

Debt Obligation		Year of Final Payment	Remaining Principal and Interest
Name	Year Issued		
Communications Equipment	2011	2021	\$3,658,398

Land Use	Portion Attributable to Fire Dept. [1]	Growth Share [2]	Proportionate Share [3]	Increase 2013-2021 Service Units [4]	Cost per Service Unit
Residential	18.41%	8%	70%	6,670 Population	<b>\$5.65</b>
Nonresidential			30%	7,811 Nonres Vehicle Trips	<b>\$2.07</b>

Source: City of Flagstaff, Finance Department

[1] City of Flagstaff Public Safety Communications Command Center

[2] Share of projected population and nonresidential vehicle trips attributable to new growth

[3] TischlerBise. (2013). Functional Population

[4] TischlerBise. (2013). Development Fee Land Use Assumptions



### **Excluded Costs**

Development fees in Flagstaff exclude costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards. The City of Flagstaff Capital Improvement Plan addresses the cost of these excluded items.

### **Current Use and Available Capacity**

According to City staff, Fire facilities, apparatus, equipment, and communications infrastructure have surplus capacity to serve growth; therefore, a cost recovery methodology was used to calculate the growth share of future principal and interest payments. Fire vehicles and communications equipment are fully utilized; therefore, there is no available capacity for future development.

## RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS 9-463.05(E)(4) requires:

*“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”*

Shown in the table below are the ratios of a service unit (i.e., persons and nonresidential vehicle trips) to various types of land uses for residential and nonresidential development. The residential development table displays the *Persons per Household* factors for single family and multifamily homes.

For nonresidential development, average daily vehicle trips are used for the Fire Facilities IIP as a measure of demand by land use. TischlerBise recommends using nonresidential vehicle trips as the best demand indicator for Fire Facilities. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial/flex development. Office and institutional trip rates fall between the other two categories. Because the Fire Department responds to emergency medical calls for service this ranking of trip rates is consistent with the relative demand for Fire services from nonresidential development.

Other possible nonresidential demand indicators, such as employment or floor area, would not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, Fire Facilities development fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator Fire Facilities development fees would be too high for industrial development.

**Figure 19: Fire Facilities Ratio of Service Unit to Land Use**

Residential Development	
Land Use	Persons per Household [1]
Single Unit	2.75
2+ Unit	2.57

[1] TischlerBise. (2013).

Development Fee Land Use Assumptions

Nonresidential Development			
Land Use	Weekday Trip	Trip	Vehicle Trips (a X b)
	Ends [2] (a)	Adjustment [3] (b)	
Commercial KSF	42.70	33%	14.09
Office/Institutional KSF	11.03	50%	5.52
Industrial/Flex KSF	3.82	50%	1.91

[2] Institute of Transportation Engineers. (2012). Trip Generation Manual 9th Edition

[3] Average adjustment used to count every trip only once, at the point of final destination.

Vehicle trips are estimated using average weekday vehicle trips ends from the reference book Trip Generation published by the Institute of Transportation Engineers (ITE 9th Edition 2012). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway).

Trip generation rates are adjusted to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor of 50 percent is applied to the office/institutional, and industrial/flex categories. The commercial/retail category has a trip factor of less than 50 percent because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, the ITE data indicates that 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor of 66 percent is multiplied by 50 percent to calculate a trip adjustment factor for commercial land use of 33 percent.

#### PROJECTED SERVICE UNITS AND INFRASTRUCTURE DEMAND

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ARS 9-463.05(E)(3) requires:

*“A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.”*

ARS 9-463.05(E)(5) requires:

*“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”*

ARS 9-463.05(E)(6) requires:

*“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”*

## Fire Facilities

The development fee enabling legislation requires all development fees to be reevaluated every five years. For the five-year period of this Fire Facilities IIP and Development Fee Study, the City of Flagstaff will collect a Fire facilities fee to pay down the debt incurred to expand the Fire facilities with the capacity to absorb growth. Over the course of the next five years, the City of Flagstaff is projected to add an additional 4,617 persons, and see an additional 4,818 nonresidential vehicle trips. As shown in Figure 20, projected development between 2013 and 2018 will generate demand for the remaining Fire facilities capacity.

**Figure 20: Projected Demand for Fire Facilities**

		Existing Fire Facilities = 59,197 SF					
		Residential		Nonresidential		Demand for	Remaining
		Population	2018 LOS	Vehicle Trips	2018 LOS	Facility SF	Capacity
Base Yr	2013	74,941	0.52	102,819	0.16	55,997	3,200
1	2014	76,931	0.52	103,771	0.16	57,191	2,006
2	2015	77,576	0.52	104,726	0.16	57,684	1,513
3	2016	78,228	0.52	105,688	0.16	58,183	1,014
4	2017	78,889	0.52	106,662	0.16	58,688	509
5	2018	79,558	0.52	107,637	0.16	59,197	0

## Fire Apparatus

The development fee enabling legislation requires all development fees to be reevaluated every five years. For the five-year period of this Fire Facilities IIP and Development Fee Study, the City of Flagstaff will collect a Fire apparatus fee to pay down the debt incurred to purchase the large apparatus. Over the remaining period of the debt obligation, the City of Flagstaff is projected to add an additional 5,293 persons, and see an additional 5,817 nonresidential vehicle trips. As shown in Figure 21, projected development between 2013 and 2019 will generate demand for the remaining capacity of the Fire apparatus.

**Figure 21: Projected Demand for Fire Apparatus**

		Existing Fire Apparatus = 2 Units					
		Residential		Nonresidential		Demand for	Remaining
		Population	2019 LOS	Vehicle Trips	2019 LOS	Apparatus	Capacity
Base Yr	2013	74,941	0.00002	102,819	0.00001	1.88	0.12
1	2014	76,931	0.00002	103,771	0.00001	1.92	0.08
2	2015	77,576	0.00002	104,726	0.00001	1.93	0.07
3	2016	78,228	0.00002	105,688	0.00001	1.95	0.05
4	2017	78,889	0.00002	106,662	0.00001	1.97	0.03
5	2018	79,558	0.00002	107,637	0.00001	1.98	0.02
6	2019	80,234	0.00002	108,636	0.00001	2.00	0.00

## Fire Equipment

The development fee enabling legislation requires all development fees to be reevaluated every five years. For the five-year period of this Fire Facilities IIP and Development Fee Study, the City of Flagstaff will collect a Fire equipment fee to pay down the debt incurred to purchase the Fire equipment. Over the remaining period of the debt obligation, the City of Flagstaff is projected to add an additional 8,084 persons, and see an additional 9,864 nonresidential vehicle trips. As shown in Figure 22, projected development between 2013 and 2023 will generate demand for the remaining capacity of the Fire equipment.

**Figure 22: Projected Demand for Fire Equipment**

		Existing Fire Equipment = 1 Unit					
		Residential		Nonresidential		Demand for Equipment	Remaining Capacity
		Population	2023 LOS	Vehicle Trips	2023 LOS		
Base Yr	2013	74,941	0.00001	102,819	0.000003	0.91	0.09
1	2014	76,931	0.00001	103,771	0.000003	0.92	0.08
2	2015	77,576	0.00001	104,726	0.000003	0.93	0.07
3	2016	78,228	0.00001	105,688	0.000003	0.94	0.06
4	2017	78,889	0.00001	106,662	0.000003	0.95	0.05
5	2018	79,558	0.00001	107,637	0.000003	0.96	0.04
6	2019	80,234	0.00001	108,636	0.000003	0.97	0.03
7	2020	80,918	0.00001	109,630	0.000003	0.97	0.03
8	2021	81,611	0.00001	110,630	0.000003	0.98	0.02
9	2022	82,314	0.00001	111,652	0.000003	0.99	0.01
10	2023	83,025	0.00001	112,683	0.000003	1.00	0.00

## Fire Communications Infrastructure

The development fee enabling legislation requires all development fees to be reevaluated every five years. For the five-year period of this Fire Facilities IIP and Development Fee Study, the City of Flagstaff will collect a Fire *communications infrastructure* fee to pay down the debt incurred to improve the network and add a telecommunications tower, to ensure the shared Public Safety Communications Command Center would have sufficient capacity to serve growth. Over the remaining period of the debt obligation, the City of Flagstaff is projected to add an additional 6,670 persons, and see an additional 7,811 nonresidential vehicle trips. As shown in Figure 23, projected development between 2013 and 2021 will generate demand for the remaining portion of *communications infrastructure* that is attributable to the Flagstaff Fire Department.

**Figure 23: Projected Demand for Fire Communications Infrastructure**

		Existing Fire Communications Infrastructure = 18.41% of 1 System Unit					
		Residential		Nonresidential		Demand for Remaining	
		Service	2021 LOS	Service	2021 LOS		
		Units	per 1,000	Units	per 1,000	Units	Capacity
Base Yr		Population	Service Units	Vehicle Trips	Service Units		
2013		74,941	0.002	102,819	0.0005	0.17	0.014
1	2014	76,931	0.002	103,771	0.0005	0.17	0.011
2	2015	77,576	0.002	104,726	0.0005	0.17	0.009
3	2016	78,228	0.002	105,688	0.0005	0.18	0.008
4	2017	78,889	0.002	106,662	0.0005	0.18	0.006
5	2018	79,558	0.002	107,637	0.0005	0.18	0.005
6	2019	80,234	0.002	108,636	0.0005	0.18	0.003
7	2020	80,918	0.002	109,630	0.0005	0.18	0.002
8	2021	81,611	0.002	110,630	0.0005	0.18	0.000

## Fire Vehicles and Communications Equipment

As shown in Figure 24 TischlerBise projects an additional 8,084 persons and 9,864 trips over the next ten years. The City of Flagstaff Fire Department expects to expand the fleet of Fire vehicles incrementally to serve growth at the current level of service, which equates to a demand for four new vehicles in the next ten years. Incremental investments in Communications equipment will be made by the Fire Department to maintain the current level of service, which equates to a demand for one new unit in the next ten years. The incremental demand to serve growth is shown in Figure 24 below.

The ten-year totals of the projected demand for the Fire vehicles, and the Fire Department's share of the communications equipment is multiplied by the respective costs per average unit to determine the total cost to incrementally expand capacity for each category to accommodate the projected demand over the next ten years. For example, the projected development over the next ten years requires adding four vehicles. This is multiplied by the average cost of \$200,992 per average vehicle to calculate a total ten-year cost of \$803,968. This calculation is repeated for each category. See Figure 24 for additional details.

Figure 24: Projected Demand for Fire Vehicles and Communications Equipment

		Service Units		Vehicles	Comm. Equip.
				per 1,000 Service Units	
Res LOS		Persons		0.32	0.11
Nonres LOS		Nonresidential Vehicle Trips		0.10	0.04
		Average Cost per Unit		\$200,992	\$5,547

		Projected Service Units		Projected Demand (Rounded)	
		Persons	Nonres Trips	Vehicles (units)	Comm. Equip. (units)
Base	2013	74,941	102,819	34	12
1	2014	76,931	103,771	35	12
2	2015	77,576	104,726	35	13
3	2016	78,228	105,688	35	13
4	2017	78,889	106,662	36	13
5	2018	79,558	107,637	36	13
6	2019	80,234	108,636	36	13
7	2020	80,918	109,630	37	13
8	2021	81,611	110,630	37	13
9	2022	82,314	111,652	37	13
10	2023	83,025	112,683	38	13
<b>Ten-Year Total</b>		<b>8,084</b>	<b>9,864</b>	<b>4</b>	<b>1</b>
Cost of Fire Vehicles		\$803,968			
Cost of Fire Communications Equipment		\$5,547			

## Fire Facilities Improvements Plan

Lastly, the 10-year plan for necessary Fire Facilities improvements and expansions identified by City of Flagstaff are listed in Figure 25. The figure below reflects new purchases and does not include debt service costs associated with Fire facilities, apparatus, equipment, and communications infrastructure.

Figure 25: Necessary Fire Facilities Expansions

<b>Improvements</b>	<b>10-Year Plan</b>
Projects	
Incremental Expansion of Vehicles	\$803,968
Incremental Expansion of Communications Equipment	\$5,547
<b>TOTAL</b>	<b>\$809,515</b>

## MAXIMUM SUPPORTABLE FIRE FACILITIES DEVELOPMENT FEES

The maximum supportable development fees by land use for Fire Facilities are shown in Figure 26 on the following page. **The maximum supportable fees differ from the proposed Fire Facilities development fees presented in the [Development Fee Report](#) due to the policy decisions not to adopt a graduated fee schedule for single residential units, and not to collect development fees for previously made capital expansions funded through bonds.**

### Fire Facilities IIP and Development Fee Study

Included in the Fire Facilities *per service unit cost* is the cost to prepare the Fire Facilities IIP and Development Fee Study. See **Appendix A – Cost of Professional Services** for the detailed calculations.

### Revenue Credit

Included in the maximum supportable development fees is a *Revenue Credit* of 0 percent. The unadjusted Fire Facilities development fees per development unit would not generate more revenue over the next ten years, based on the approved [Land Use Assumptions](#), than the identified growth-related necessary expenditures of \$2,096,648 (necessary facilities expansion plus the IIP and Development Fee Study cost). To ensure that no more fee revenue is collected than the City plans to spend, the potential gross cost per service unit is reduced by the revenue credit to calculate the net capital cost per service unit. Based on the gross capital costs per service unit, the projected development fee revenue would equal \$1,513,051. See Figure 26 and Figure 27 for additional detail. Therefore, no revenue credit adjustment is necessary for the Fire Facilities development fees.

**Figure 26: Maximum Supportable Fire Facilities Development Fees³**

**Fire Level Of Service and Capital Costs**

	<u>Per Person</u>
Fire Facilities - Debt Service	\$109.18
Fire Vehicles	\$63.83
Fire Apparatus - Debt Service	\$2.29
Fire Equipment - Debt Service	\$1.32
Fire Communications Equipment	\$0.63
Fire Communications Infrastructure - Debt Service	\$5.65
IIP and Development Fee Study	\$1.93
<b>GROSS CAPITAL COST</b>	<b>\$184.83</b>

Revenue Credit	0%	(\$0.00)
<b>NET CAPITAL COST</b>		<b>\$184.83</b>

**Fire Residential Development Fee Schedule**

			Development Fee per Housing Unit		
Unit Type	Number of Bedrooms	Persons per Household [1]	Proposed Fee	Current Fee [2]	Increase (Decrease)
2+ Units	All Sizes	2.57	\$474	\$352	\$122
Single Unit	0-3	2.62	\$484	\$444	\$40
Single Unit	4+	3.29	\$607	\$444	\$163
Single Unit	Avg	2.75	\$508	\$444	\$64

[1] TischlerBise. (2013). Development Fee Land Use Assumptions

[2] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

**Fire Level Of Service and Capital Costs**

	<u>Per Trip</u>
Fire Facilities - Debt Service	\$38.95
Fire Vehicles	\$19.94
Fire Apparatus - Debt Service	\$0.89
Fire Equipment - Debt Service	\$0.46
Fire Communications Equipment	\$0.20
Fire Communications Infrastructure - Debt Service	\$2.07
IIP and Development Fee Study	\$0.79
<b>GROSS CAPITAL COST</b>	<b>\$63.30</b>

Revenue Credit	0%	(\$0.00)
<b>NET CAPITAL COST</b>		<b>\$63.30</b>

**Fire Nonresidential Development Fee Schedule**

			Development Fee per Square Foot of Floor Area		
Nonresidential Land Use	Weekday Vehicle Trip Ends	Trip Rate Adj. Factors	Proposed Fee	Current Fee [3]	Increase (Decrease)
	(Per 1,000 sq. ft.)		(Per Square Foot of Floor Area)		
Commercial	42.70	33%	\$0.89	\$0.81	\$0.08
Office/Institutional	11.03	50%	\$0.34	\$0.28	\$0.06
Industrial/Flex	3.82	50%	\$0.12	\$0.07	\$0.05

[3] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

The 2012 nonresidential fees were by size thresholds, averages are shown here.

³ The maximum supportable fees differ from the proposed Fire Facilities development fees presented in the Development Fee Report due to the policy decisions not to adopt a graduated fee schedule for single residential units, and not to collect development fees for previously made capital expansions funded through bonds.



## FORECAST OF REVENUES FOR FIRE FACILITIES

**Appendix B – Forecast of Revenues Other Than Development Fees** contains the forecast of revenues required by Arizona’s enabling legislation.

### Fire Facilities Cash Flow

Revenue projections shown below assume implementation of the maximum supportable Fire Facilities development fees and that development over the next ten years is consistent with the approved [Land Use Assumptions](#) described in Appendix C. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the development fee revenue. The deficit shown in the revenue projection below represents the portion of necessary investments that will not be recouped through Fire Facilities development fee revenue.

**Figure 27: Projected Revenue for Fire Facilities**

#### *Ten-Year Growth-Related Costs for Fire Facilities*

Fire Facilities - Debt Service*	\$ 1,187,929
Fire Vehicles	\$ 803,968
Fire Apparatus - Debt Service*	\$ 17,347
Fire Equipment - Debt Service*	\$ 15,247
Fire Communications Equipment	\$ 5,547
Fire Communications Infrastructure - Debt Service*	\$ 53,881
IIP and Development Fee Study	\$ 12,729
<b>TOTAL</b>	<b>\$ 2,096,648</b>

[1] Debt Service costs shown above represent only the growth share of each debt obligation.

		<i>per Housing Unit</i>		<i>Per Square Foot of Floor Area</i>		
		<i>Single Unit</i>	<i>2+ Units</i>	<i>Commercial</i>	<i>Office</i>	<i>Industrial</i>
		<b>\$508</b>	<b>\$474</b>	<b>\$0.89</b>	<b>\$0.34</b>	<b>\$0.12</b>
		<i>Housing Units Added</i>		<i>Square Feet Added (1,000)</i>		
Base	2013	16,833	10,324	4,195	6,084	5,316
Year 1	2014	16,942	10,391	4,234	6,139	5,370
Year 2	2015	17,052	10,458	4,273	6,193	5,424
Year 3	2016	17,162	10,526	4,313	6,248	5,478
Year 4	2017	17,273	10,594	4,353	6,303	5,532
Year 5	2018	17,385	10,662	4,393	6,359	5,588
Year 6	2019	17,497	10,731	4,434	6,416	5,643
Year 7	2020	17,610	10,800	4,474	6,473	5,700
Year 8	2021	17,724	10,870	4,515	6,530	5,757
Year 9	2022	17,839	10,940	4,557	6,588	5,815
Year 10	2023	17,954	11,011	4,599	6,648	5,873
<i>Ten-Yr Increase</i>		1,121	687	404	564	557
Projected Fees =>		\$569,468	\$325,638	\$359,560	\$191,598	\$66,787
<b>Total Projected Revenues</b>		<b>\$1,513,051</b>				
Cumulative Net Surplus/(Deficit)		<b>(\$583,597)</b>				

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## POLICE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

### OVERVIEW

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ARS 9-463.05 (T)(7)(f) defines the facilities and assets, which can be included in the Police Facilities IIP:

*“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation.”*

The Police Facilities IIP includes components for the Police facilities, vehicles, the Police Department’s proportionate share of the City of Flagstaff public safety communications command center system (equipment and infrastructure), and the cost of preparing the Police Facilities IIP and Development Fee Study. Cost recovery is used to calculate the IIP for Police communications infrastructure. Incremental expansion is used to calculate the Police facilities, vehicles, and communications equipment elements of the Police Facilities IIP and Development Fees.

### SERVICE AREA

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The City of Flagstaff Police Department provides service to the entire city. The service area for the Police Facilities IIP and development fees is Citywide.

### PROPORTIONATE SHARE

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ARS 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police IIP uses a functional population concept to allocate the demand between residential and nonresidential development. The demand for Police facilities and assets in the City of Flagstaff is measured by annual calls for service. Calls for service data from 2012, in combination with functional population factors (described below), were used to determine the relative demand for service from residential and nonresidential development.

## Functional Population

TischlerBise recommends functional population to allocate the cost of Police Facilities to residential and nonresidential development. Functional population has a long history in the professional literature. Originally called activity analysis by Stuart Chapin in 1965, and incorporated into development impact fee methodology by James Nicholas in the mid-1980s, functional population has been used to equitably spread infrastructure costs between residential and nonresidential sectors. TischlerBise has refined the functional population concept by incorporating what the U.S. Census Bureau calls “daytime population.” Using jurisdiction-specific data on commuting patterns, it is now possible to account for where people live and work (i.e., spend their daily hours). As shown below, residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Flagstaff are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Flagstaff are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2010 decennial census and Longitudinal Employer-Household Dynamics data, both provided by the U.S. Census Bureau, the cost allocation for residential development is 70 percent, while nonresidential development accounts for 30 percent of the demand for Police Facilities.

**Figure 28: City of Flagstaff Functional Population**

	<u>Demand Units in 2010</u>	<u>Demand Hours/Day</u>	<u>Person Hours</u>
<b>Residential</b>			
Population	65,870		
Residents Not Working	36,843	20	736,860
Resident Workers	29,027		
Worked in City	17,161	14	240,254
Worked Outside City	11,866	14	166,124
Residential Subtotal			1,143,238 <b>70%</b>
<b>Nonresidential</b>			
Non-working Residents	36,843	4	147,372
Jobs Located in City	34,744		
Residents Working in City	17,161	10	171,610
Non-Resident Workers (inflow commuters)	17,583	10	175,830
Nonresidential Subtotal			494,812 <b>30%</b>
TOTAL			1,638,050

Source: U.S. Census Bureau, 2010 Decennial Census; U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics

## Service Units

Different demand indicators for residential and nonresidential development are used to calculate the Police Facilities IIP. Residential development fees are calculated based on resident population, and then converted to an appropriate amount by type of housing unit based on persons per household.

For nonresidential development fees, TischlerBise recommends using nonresidential vehicle trips as the demand indicator for Police Facilities. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial/flex development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for Police services from nonresidential development.

Other possible nonresidential demand indicators, such as employment or floor area, would not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, Police development fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator Police development fees would be too high for industrial development. More information regarding the calculation of nonresidential vehicle trips can be found in Figure 36: Police Facilities Ratio of Service Unit to Land Use.

## Police Department Calls for Service

The functional population allocation to residential and nonresidential development is applied to the 2012 calls for service data provided by the City of Flagstaff Police Department to derive calls for service per service unit (i.e. population for residential development, and vehicle trips for nonresidential development). Of the Police Department's 43,304 calls for service, 70 percent or 30,313 represent demand from residential development, and 30 percent or 12,991 represent demand from nonresidential development.

**Figure 29: Police Proportionate Share**

	<b>2012</b>
<b>Total Calls for Service</b>	<b>43,304</b>

Source: City of Flagstaff, Police Department

Land Use	Proportionate Share	Estimated Calls for Service (CFS)	2013 Service Units	CFS per Service Unit
Residential	70%	30,313	74,941 Population	0.40
Nonresidential	30%	12,991	102,819 Nonres Vehicle Trips	0.13

## Public Safety Communications Command Center Calls for Service

City of Flagstaff shares a public safety command center and associated infrastructure with Coconino County and surrounding public safety agencies. The shared command center received 71,475 calls for service from all jurisdictions in calendar year 2012. Calls for service for the City of Flagstaff Police Department accounted for 61 percent of the total public safety calls for service received. This proportionate share factor will be used to calculate the demands placed on the *communications equipment* (e.g., portable communication radios, and stationary computer components) by the Police Department.

Proportionate share factors for demands placed on the *communications infrastructure* (e.g., telecommunications towers for wireless network) by the Police Department were provided by the City of Flagstaff Police Department based on use by the City's Fire, Police, and Public Works departments, and other jurisdictions. Proportionate share factors for *communications infrastructure* differ from *communications equipment* due to additional impact from Public Works. Proportionate share factors are shown below.

**Figure 30: Public Safety Communications Command Center Proportionate Share⁴**

Public Safety Agency	Calls for Service [1]	Proportionate Share for Communications	
		Equipment [1]	Infrastructure [2]
Flagstaff Police	43,304	61%	27%
Flagstaff Fire	10,178	14%	18%
Other Jurisdictions	17,993	25%	26%
Flagstaff Public Works	Not Applicable	0%	29%
<b>Total Calls Received in 2012</b>	71,475	100%	100%

[1] Proportionate share factors for Communications Equipment are based on total calls for service dispatched by the Public Safety Communications Command Center.

[2] Proportionate share factors (shown here as rounded figures) for Communications Infrastructure were provided by the City of Flagstaff Police Department. The City of Flagstaff Department of Public Works places demands on the communications infrastructure but not on the Public Safety Communications Command Center.

⁴ The proportionate share factors by department for the *Communications Infrastructure* are shown as rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown here (due to the rounding of figures shown, not in the analysis.)

## IIP FOR POLICE FACILITIES

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For each necessary public service that is the subject of a development fee, ARS 9-463.05(E) requires that the IIP include seven elements. The sections below detail each of these elements. (A forecast of new revenues generated by sources other than development fees can be found in **Appendix B – Forecast of Revenues Other Than Development Fees.**)

### Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS 9-463.05(E)(1) requires:

*“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”*

ARS 9-463.05(E)(2) requires:

*“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”*

## Police Facilities

### *Level of Service and Cost per Service unit*

The City plans to maintain the level of service (LOS) for Police facilities that it provides to existing development. Thus, the incremental expansion methodology is used to calculate this component of the Police IIP. The City currently has 46,672 square feet of qualified Police facilities. Based on the proportionate share analysis discussed above, residential development creates 70 percent of the demand for Police facilities, with nonresidential development accounting for 30 percent of the demand. The current LOS for residential development is calculated as follows: (46,672 square feet X 70% residential proportionate share)/74,941 persons = 0.44 square feet per capita. This calculation is repeated for nonresidential development resulting in a LOS of 0.14 square feet per nonresidential vehicle trip.

The cost per service unit is the product of square feet per service unit and the average cost per square foot. The cost per service unit for residential development is calculated as follows: 0.44 square feet per capita X \$239 average cost per square foot = \$104.19 cost per person.⁵ This calculation is repeated for nonresidential development resulting in a cost of \$32.55 per nonresidential vehicle trip.

**Figure 31: Incremental Expansion – Police Facilities**

Facility	Total Square Feet	Cost per Square Foot	Replacement Cost [2]
LEAF Facility (City Police share) [1]	32,148	\$252	\$8,104,898
Police Share of Coconino Facility	8,000	\$252	\$2,016,896
Southside Substation	64	\$252	\$16,135
Sunnyside Substation	400	\$252	\$100,845
Garage/Warehouse (Win Oil leased)	3,500	\$252	\$882,392
Purchased "Pod" Storage Space	2,560	\$5	\$12,000
<b>TOTAL</b>	<b>46,672</b>	<b>\$239</b>	<b>11,133,166</b>

Source: City of Flagstaff, Police Department

[1] Reflects non-administrative space

[2] 2007 values adjusted for inflation to Feb 2013 CPI

Land Use	Proportionate Share	2013 Service Units	Square Feet per Service Unit	Cost per Service Unit
Residential	70%	74,941 Population	0.44	<b>\$104.19</b>
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.14	<b>\$32.55</b>

⁵ Level of service is shown as a rounded figure. However, the analysis itself uses figures carried to their ultimate decimal places; therefore the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown here (due to the rounding of figures shown, not in the analysis.)



## Police Vehicles

The City plans to maintain the LOS for Police vehicles that it provides to existing development. Thus, the incremental expansion methodology is used to calculate this component of the Police Facilities IIP. The City currently has a fleet of 78 Police vehicles. Based on the proportionate share analysis, residential development creates 70 percent of the demand for police vehicles, with nonresidential development accounting for 30 percent of the demand. The current LOS for residential development is calculated as follows:  $(78 \text{ vehicles} \times 70\% \text{ proportionate share}) / (74,941 \text{ persons} / 1,000) = 0.73 \text{ vehicles per } 1,000 \text{ persons}$ . This calculation is repeated for nonresidential development resulting in a LOS of 0.23 vehicles per 1,000 nonresidential vehicle trips.

The cost per service unit is the product of LOS and the average cost per unit. The cost per service unit for residential development is calculated as follows:  $(0.73 \text{ LOS} / 1,000) \times \$34,300 \text{ average cost per unit} = \$24.99 \text{ cost per service unit}$ .⁶ This calculation is repeated for nonresidential development resulting in a cost of \$7.81 per nonresidential vehicle trip.

**Figure 32: Incremental Expansion – Police Vehicles**

Type of Vehicle	Units in Service	Unit Price [1]	Replacement Cost
Patrol Sedan	32	\$38,054	\$1,217,741
Patrol Motorcycle	4	\$16,157	\$64,629
Patrol Motorcycle Trainer	3	\$11,480	\$34,440
Patrol Utility Vehicle	2	\$38,905	\$77,810
Patrol 4x4 Pickup Truck	1	\$28,594	\$28,594
Prisoner Transport Van	1	\$44,220	\$44,220
Patrol Surveillance Van	1	\$162,210	\$162,210
Bomb Squad Response Vehicle	1	\$176,028	\$176,028
Bomb Squad Trailer	1	\$85,038	\$85,038
Mobile Command Post	1	\$60,377	\$60,377
Radar/Sign Board Trailer	3	\$25,511	\$76,534
Full Service Sedan [2]	23	\$21,259	\$488,967
Graffiti Eradication Van	1	\$31,995	\$31,995
Street Crimes Task Force Vehicle	2	\$36,779	\$73,558
Utility Trailer	1	\$3,720	\$3,720
Animal Control 4x4 Pickup Truck	1	\$51,916	\$51,916
<b>TOTAL</b>	<b>78</b>	<b>\$34,300</b>	<b>\$2,677,776</b>

Source: City of Flagstaff, Police Department

[1] Includes all pieces of equipment to place the vehicle in service; Adjusted for Inflation Feb 2013 CPI

[2] Reflects updated inventory to remove vehicles used for administrative services

Land Use	Proportionate Share	2013 Service Units	Vehicles per 1,000 Service Units	Cost per Service Unit
Residential	70%	74,941 Population	0.73	<b>\$24.99</b>
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.23	<b>\$7.81</b>

⁶ Level of service is shown as a rounded figure. However, the analysis itself uses figures carried to their ultimate decimal places; therefore the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown here (due to the rounding of figures shown, not in the analysis.)

## Police Communications System - Equipment and Infrastructure

The City of Flagstaff maintains an inventory of communications equipment and infrastructure associated with the Public Safety Communications Command Center. The shared center dispatches calls for the City of Flagstaff, Coconino County and surrounding public safety agencies, as well as providing communications infrastructure for the City of Flagstaff Department of Public Works. Each agency places differing levels of demand on the system. As discussed above, annual calls for service were used to calculate the share of the components allocated to the City of Flagstaff Police Department; and functional population factors were used to calculate the demands placed on the system by residential and nonresidential land uses in the service area.

### ***Level of Service***

There are two types of communications equipment associated with the shared system; first is the portable equipment assigned to staff and vehicles, and second is the computer equipment necessary to dispatch and track calls for service. Communications infrastructure includes the telecommunications towers for the wireless network.

Of the communication equipment and infrastructure that constitute the City of Flagstaff shared system, the City of Flagstaff Police Department makes use of 72 components. Portable components used by the Police Department are allocated to the Police Department at 100 percent. Dispatch communications components like the computer system's server are allocated based on demand on the system generated by the Police Department, and determined by calls for service (see the **Public Safety Communications Command Center Calls for Service** section above).

Demand placed on the *communications infrastructure* by the Police Department was determined by the City of Flagstaff. According to the City, the Police Department generates 26.53 percent of the total demand for the *communications infrastructure*. The remaining demand on the *communications infrastructure* is generated by the Flagstaff Fire and Public Works Departments as well as from other jurisdictions.

As shown in Figure 33, these proportionate share factors are used to adjust the count of components to reflect only the share of the total 72 components used by the Police Department. The Police Department uses 100 percent of the 27 *portable communications* components, 61 percent (26.84 units) of the 44 *dispatch communications* components, and 26.53 percent of the *communications infrastructure*. These shares equate to 54.11 units of communications equipment and infrastructure used by the Police Department.

The communications equipment and infrastructure LOS for residential development is calculated as follows:  $(54.11 \text{ pieces of equipment} \times 70\% \text{ proportionate share}) / (74,941 / 1,000) = 0.51 \text{ pieces of equipment per 1,000 persons}$ . This calculation is repeated for nonresidential development resulting in a LOS of 0.16 pieces of equipment per 1,000 nonresidential vehicle trips.

**Figure 33: Level of Service Police Communications System - Equipment and Infrastructure**

Communications Equipment and Infrastructure	Units in Service	Police Dept. Share of Units [1]	Units Used by Police Dept.	Average Cost per Unit	Replacement Cost [2]
Equipment - Portable Communications	27	100.00%	27.00	\$3,900	\$105,300
Equipment - Dispatch Communications	44	61.00%	26.84	\$5,366	\$144,026
Infrastructure - Tower and Network [3]	1	26.53%	0.27	\$3,952,287	\$1,048,542
<b>TOTAL</b>	<b>72</b>		<b>54.11</b>	<b>\$59,635</b>	<b>\$1,297,868</b>

Source: City of Flagstaff Police Department

[1] City of Flagstaff Public Safety Communications Command Center

[2] Replacement cost is the Police Department's share of Total Units multiplied by cost per unit.

[3] City of Flagstaff. (2012). Communications Infrastructure proportionate share

Land Use	Proportionate Share	2013 Service Units	Equipment & Infrastructure per 1,000 Service Units
Residential	70%	74,941 Population	0.51
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.16

### **Cost per Service unit**

The costs per service unit for the Police *communications equipment* and *communications infrastructure* are calculated separately.

- **Communications Infrastructure:** The City of Flagstaff debt financed the expansion of the public safety *communications infrastructure* in 2011. As new development utilizes its proportionate share of the available capacity of the expanded system the City plans to have new development pay for its share of the remaining debt. Thus, the cost recovery methodology is used to calculate the cost per service unit for Police *communications infrastructure* (shown in Figure 35).
- **Communications Equipment:** The cost per service unit for Police *communications equipment* is calculated using an incremental expansion methodology.

### **Communications Equipment**

To calculate the cost per service unit for Police *communications equipment*, first the replacement costs are calculated for each component by multiplying the per unit cost by the share of units allocated to the Police Department. Next, the replacement value for just the *communications equipment* was calculated resulting in a value of \$249,326 for the Police *communications equipment* alone. (*Communications infrastructure* is calculated and shown separately). The current cost of Police *communications equipment* per service unit for residential development is calculated as follows: (\$249,326 X 70% proportionate share)/74,941 persons = \$2.33 per capita. This calculation is repeated for nonresidential development and results in a cost per service unit of \$0.73.

**Figure 34: Incremental Expansion –Communications Equipment**

Communications Equipment and Infrastructure	Units in Service	Police Dept. Share of Units [1]	Units Used by Police Dept.	Average Cost per Unit	Replacement Cost [2]
Equipment - Portable Communications	27	100.00%	27.00	\$3,900	\$105,300
Equipment - Dispatch Communications	44	61.00%	26.84	\$5,366	\$144,026
Infrastructure - Tower and Network [3]	1	26.53%	0.27	\$3,952,287	\$1,048,542
<b>TOTAL</b>	<b>72</b>		<b>54.11</b>	<b>\$59,635</b>	<b>\$1,297,868</b>
<b>Total for Communications Equipment</b>	<b>71</b>		<b>53.84</b>	<b>\$4,631</b>	<b>\$249,326</b>

Source: City of Flagstaff Police Department

[1] City of Flagstaff Public Safety Communications Command Center

[2] Replacement cost is the Police Department's share of Total Units multiplied by cost per unit.

[3] City of Flagstaff. (2012). *Communications Infrastructure proportionate share*

Land Use	Proportionate Share	2013 Service Units	Equipment per 1,000 Service Units	Cost per Service Unit
Residential	70%	74,941 Population	0.50	<b>\$2.33</b>
Nonresidential	30%	102,819 Nonres Vehicle Trips	0.16	<b>\$0.73</b>

### *Communications Infrastructure*

The City of Flagstaff issued debt in 2011 to pay for *communications infrastructure* improvements. As new development utilizes its proportionate share of the available capacity of the *communications infrastructure*, the City plans to have new development pay for its share of the remaining debt. Thus, the cost recovery methodology is used, and the growth share is based on projected persons and nonresidential vehicle trips at the end of the bond term.

The City's Police, Fire, and Public Works Departments use the *communications infrastructure*, along with surrounding public safety agencies. According to the City of Flagstaff, the Police Department generates 26.53 percent of total demand on the infrastructure.

The City of Flagstaff has a fiscal year that runs July 1st through June 30th. The final payments for debt obligation are due July 1st, or the start of the fiscal year. Therefore, the service units at the time of the last payment, July 1, 2021, are used to calculate the growth share by land use. TischlerBise projects the City of Flagstaff will add 6,670 persons and see an additional 7,811 nonresidential vehicle trips between July of 2013 and 2021, which equates to 8 percent of the 2021 projected combined population and nonresidential trips. The formula to calculate growth share is as follows:  $192,241 \text{ population and nonresidential vehicle trips in 2021} - 177,760 \text{ population and nonresidential vehicle trips in 2013} / 192,241 \text{ population and nonresidential vehicle trips in 2021} = 8 \text{ percent (rounded)}$ .

The cost per service unit for residential development is calculated as follows:  $(\$3,658,398 \text{ remaining principal and interest} \times 26.53\% \text{ Police proportionate share} \times 8\% \text{ growth share} \times 70\% \text{ residential proportionate share}) / 6,670 \text{ net increase in persons} = \$8.15 \text{ cost per capita}$ . This calculation is repeated nonresidential and results in a cost per nonresidential vehicle trip of \$2.98.

**Figure 35: Cost Recovery – Police Communications Infrastructure**

Debt Obligation		Year of Final	Remaining Principal
Year Issued	Name	Payment	and Interest
2011	Communications Equipment	2021	\$3,658,398

Source: City of Flagstaff, Finance Department

Land Use	Portion Attributable to Police Dept. [1]	Growth Share [2]	Proportionate Share [3]	Increase 2013-2021 Service Units [4]	Cost per Service Unit
Residential	26.53%	8%	70%	6,670 Population	<b>\$8.15</b>
Nonresidential			30%	7,811 Nonres Vehicle Trips	<b>\$2.98</b>

Source: City of Flagstaff, Finance Department

[1] City of Flagstaff Public Safety Communications Command Center

[2] Share of projected population and nonresidential vehicle trips attributable to new growth

[3] TischlerBise. (2013). Functional Population

[4] TischlerBise. (2013). Development Fee Land Use Assumptions

### **Excluded Costs**

Development fees in Flagstaff exclude costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards. The City of Flagstaff Capital Improvement Plan addresses the cost of these excluded items.

### **Current Use and Available Capacity**

According to City staff, Police communications infrastructure has surplus capacity to serve growth; therefore, a cost recovery methodology was used to calculate the growth share of future principal and interest payments. Police facilities, vehicles, and communications equipment are fully utilized; therefore, there is no available capacity for future development.

## RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS 9-463.05(E)(4) requires:

*“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”*

Figure 36 displays the ratio of a service unit (i.e., persons and nonresidential vehicle trips) to various types of land uses for residential and nonresidential development. The residential development table displays the *Persons per Household* factors for single family and multifamily homes.

For nonresidential development, average daily vehicle trips are used for the Police Facilities IIP as a measure of demand by land use. TischlerBise recommends using nonresidential vehicle trips as the best demand indicator for Police Facilities. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial/flex development. Office and institutional trip rates fall between the other two categories.

Other possible nonresidential demand indicators, such as employment or floor area, would not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, Police Facilities development fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator Police Facilities development fees would be too high for industrial development.

**Figure 36: Police Facilities Ratio of Service Unit to Land Use**

Residential Development	
Land Use	Persons per Household [1]
Single Unit	2.75
2+ Unit	2.57

[1] TischlerBise. (2013).  
Development Fee Land Use Assumptions

Nonresidential Development			
Land Use	Weekday Trip	Trip	
	Ends [2] (a)	Adjustment [3] (b)	Vehicle Trips (a X b)
Commercial KSF	42.70	33%	14.09
Office/Institutional KSF	11.03	50%	5.52
Industrial/Flex KSF	3.82	50%	1.91

[2] Institute of Transportation Engineers. (2012). Trip Generation Manual 9th Edition

[3] Average adjustment used to count every trip only once, at the point of final destination.

Vehicle trips are estimated using average weekday vehicle trips ends from the reference book Trip Generation published by the Institute of Transportation Engineers (ITE 9th Edition 2012). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway).

Trip generation rates are adjusted to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor of 50 percent is applied to the office/institutional, and industrial/flex categories. The commercial/retail category has a trip factor of less than 50 percent because this type of development attracts vehicles as they pass-by on arterial and collector roads. For an average size shopping center, the ITE (2012) indicates that on average 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the shopping center as their primary destination, of which half (33%) are trip ends.

### PROJECTED SERVICE UNITS AND INFRASTRUCTURE DEMAND

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ARS 9-463.05(E)(3) requires:

*“A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.”*

ARS 9-463.05(E)(5) requires:

*“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”*

ARS 9-463.05(E)(6) requires:

*“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”*



## Police Communications Infrastructure

The development fee enabling legislation requires all development fees to be reevaluated every five years. For the five-year period of this Police Facilities IIP and Development Fee Study, the City of Flagstaff will collect a Police *communications infrastructure* fee to pay down the debt incurred to improve the network and add a telecommunications tower, to ensure the shared Public Safety Communications Command Center would have sufficient capacity to serve growth. Over the remaining period of the debt obligation, the City of Flagstaff is projected to add an additional 6,670 persons, and see an additional 7,811 nonresidential vehicle trips. As shown in Figure 37, projected development between 2013 and 2021 will generate demand for the remaining portion of *communications infrastructure* that is attributable to the Flagstaff Police Department.

**Figure 37: Projected Demand for Police Communications Infrastructure**

Existing Police Communications Infrastructure = 26.53% of 1 System Unit							
		Residential		Nonresidential		Demand for Units	Remaining Capacity
		Service Units	2021 LOS per 1,000	Service Units	2021 LOS per 1,000		
		Population	Service Units	Vehicle Trips	Service Units		
Base Yr	2013	74,941	0.002	102,819	0.001	0.24	0.021
1	2014	76,931	0.002	103,771	0.001	0.25	0.016
2	2015	77,576	0.002	104,726	0.001	0.25	0.013
3	2016	78,228	0.002	105,688	0.001	0.25	0.011
4	2017	78,889	0.002	106,662	0.001	0.26	0.009
5	2018	79,558	0.002	107,637	0.001	0.26	0.007
6	2019	80,234	0.002	108,636	0.001	0.26	0.005
7	2020	80,918	0.002	109,630	0.001	0.26	0.002
8	2021	81,611	0.002	110,630	0.001	0.27	0.000

## Police Facilities, Vehicles, and Communications Equipment

TischlerBise projects an additional 8,084 persons and 9,864 trips over the next ten years. This new development will demand approximately 4,867 additional square feet of Police facilities. The City of Flagstaff Police Department will need to expand its fleet of Police vehicles incrementally by eight units to maintain the current level of service, and add five units of *communications equipment*.

The ten-year totals of the projected demand for each existing Police category is multiplied by the respective costs per unit to determine the total cost of each category to accommodate the projected demand over the next ten years. For example, the projected development over the next ten years requires eight additional Police vehicles. This is multiplied by the average cost of \$34,300 per vehicle to calculate the total ten-year cost for Police vehicles to be \$274,400. This calculation was repeated for each Police Component. See Figure 38 for additional details.

**Figure 38: Projected Demand for Police Facilities, Vehicles, and Communications Equipment**

	Service Units	Facilities	Vehicles	Comm. Equip.
		per Service Unit	per 1,000 Service Units	
Res LOS	Persons	0.44	0.73	0.50
Nonres LOS	Nonresidential Vehicle Trips	0.14	0.23	0.16
	Average Cost per Unit	\$239	\$34,300	\$4,631

				Projected Demand (Rounded)		
		Projected Service Units		Facilities	Vehicles	Comm. Equip.
		Persons	Nonres Trips	(sq. ft.)	(units)	(units)
Base	2013	74,941	102,819	46,672	78	54
1	2014	76,931	103,771	47,669	80	55
2	2015	77,576	104,726	48,080	80	55
3	2016	78,228	105,688	48,496	81	56
4	2017	78,889	106,662	48,916	82	56
5	2018	79,558	107,637	49,341	82	57
6	2019	80,234	108,636	49,772	83	57
7	2020	80,918	109,630	50,205	84	58
8	2021	81,611	110,630	50,643	85	58
9	2022	82,314	111,652	51,089	85	59
10	2023	83,025	112,683	51,539	86	59
<b>Ten-Year Total</b>		<b>8,084</b>	<b>9,864</b>	<b>4,867</b>	<b>8</b>	<b>5</b>
Cost of Police Facilities				\$1,163,213		
Cost of Police Vehicles				\$274,400		
Cost of Police Communications Equipment				\$23,155		

## Police Facilities Improvements Plan

Lastly, the 10-year plan for necessary Police Facilities improvements and expansions identified by the City of Flagstaff are listed in the figure below. The figure below reflects new purchases and does not include debt service costs associated with Police communications infrastructure.

Figure 39: Necessary Police Facilities Expansions

<b>Improvements</b>		<b>10-Year Plan</b>
Projects		
	Facilities	
	Emergency Operations Center	\$140,910
	Incremental Expansion of Police Facilities	\$1,022,303
	Incremental Expansion of Vehicles	\$274,400
	Incremental Expansion of Communications Equipment	\$23,155
	<b>TOTAL</b>	<b>\$1,460,768</b>

## MAXIMUM SUPPORTABLE POLICE FACILITIES DEVELOPMENT FEES

The maximum supportable development fees by land use for Police Facilities are shown in Figure 40 on the following page. **The maximum supportable fees differ from the proposed Police Facilities development fees presented in the Development Fee Report due to the policy decisions not to adopt a graduated fee schedule for single residential units, and not to collect development fees for previously made capital expansions funded through bonds.**

## Police Facilities IIP and Development Fee Study

Included in the Police Facilities *per service unit cost* is the cost to prepare the Police Facilities IIP and Development Fee Study. See **Appendix A – Cost of Professional Services** for the detailed calculations.

## Revenue Credit

Included in the maximum supportable development fees is a *Revenue Credit* of 0 percent. The unadjusted Police Facilities development fees per development unit would not generate more revenue over the next ten years, based on the approved Land Use Assumptions, than the identified growth-related necessary expenditures of \$1,550,395 (existing debt service, necessary expansions, plus the IIP and Development Fee Study cost). To ensure that no more fee revenue is collected than the City plans to spend, the potential gross cost per service unit is reduced by the revenue credit to calculate the net capital cost per service unit. Based on the gross capital costs per service unit, the projected development fee revenue would equal \$1,125,690. See Figure 40 and Figure 41 for additional detail. Therefore, no revenue credit adjustment is necessary for the Police Facilities development fees.

**Figure 40: Maximum Supportable Police Facilities Development Fees⁷**

<b>Police Level Of Service and Capital Costs</b>		<b><u>Per Person</u></b>
Police Facilities		\$104.19
Police Vehicles		\$24.99
Police Communications Equipment		\$2.33
Police Communications Infrastructure - Debt Services		\$8.15
IIP and Development Fee Study		\$1.82
<b>GROSS CAPITAL COST</b>		<b>\$141.48</b>
<b>Revenue Credit</b>	<b>0%</b>	<b>(\$0.00)</b>
<b>NET CAPITAL COST</b>		<b>\$141.48</b>

<b>Police Residential Development Fee Schedule</b>			<b>Development Fee per Housing Unit</b>		
<b>Unit Type</b>	<b>Number of Bedrooms</b>	<b>Persons per Household [1]</b>	<b>Proposed Fee</b>	<b>Current Fee [2]</b>	<b>Increase (Decrease)</b>
2+ Units	All Sizes	2.57	\$362	\$184	\$178
Single Unit	0-3	2.62	\$370	\$231	\$139
Single Unit	4+	3.29	\$464	\$231	\$233
<i>Single Unit</i>	<i>Avg</i>	<i>2.75</i>	<i>\$388</i>	<i>\$231</i>	<i>\$157</i>

[1] TischlerBise. (2013). Development Fee Land Use Assumptions

[2] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

<b>Police Level Of Service and Capital Costs</b>		<b><u>Per Trip</u></b>
Police Facilities		\$32.55
Police Vehicles		\$7.81
Police Communications Equipment		\$0.73
Police Communications Infrastructure - Debt Services		\$2.98
IIP and Development Fee Study		\$0.75
<b>GROSS CAPITAL COST</b>		<b>\$44.82</b>
<b>Revenue Credit</b>	<b>0%</b>	<b>(\$0.00)</b>
<b>NET CAPITAL COST</b>		<b>\$44.82</b>

<b>Police Nonresidential Development Fee Schedule</b>			<b>Development Fee per Square Foot of Floor Area</b>		
<b>Nonresidential Land Use</b>	<b>Weekday Vehicle Trip Ends</b>	<b>Trip Rate Adj. Factors</b>	<b>Proposed Fee</b>	<b>Current Fee [3]</b>	<b>Increase (Decrease)</b>
	<b>(Per 1,000 sq. ft.)</b>		<b>(Per Square Foot of Floor Area)</b>		
Commercial	42.70	33%	\$0.63	\$0.68	(\$0.05)
Office/Institutional	11.03	50%	\$0.25	\$0.24	\$0.01
Industrial/Flex	3.82	50%	\$0.09	\$0.06	\$0.03

[3] TischlerBise. (28Nov11). January 1, 2012 Interim Development Fees

The 2012 nonresidential fees were by size thresholds, averages are shown here.

⁷ The maximum supportable fees differ from the proposed Police Facilities development fees presented in the Development Fee Report due to the policy decisions not to adopt a graduated fee schedule for single residential units, and not to collect development fees for previously made capital expansions funded through bonds.

## FORECAST OF REVENUES FOR POLICE FACILITIES

Appendix B – Forecast of Revenues Other Than Development Fees contains the forecast of revenues required by Arizona’s enabling legislation.

### Police Facilities Cash Flow

Revenue projections shown below assume implementation of the maximum supportable Police Facilities development fees and that development over the next ten years is consistent with the [Land Use Assumptions](#) described in Appendix C. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the development fee revenue. The deficit shown in the revenue projection below represents the portion of necessary investments that will not be recouped through Police Facilities development fee revenue.

**Figure 41: Projected Revenue for Police Facilities**

#### Ten-Year Growth-Related Costs for Police Facilities

Police Facilities	\$1,163,213
Police Vehicles	\$274,400
Police Communications Equipment	\$23,155
Police Communications Infrastructure - Debt Service*	\$77,646
IIP and Development Fee Study	\$11,981
<b>TOTAL</b>	<b>\$1,550,395</b>

[1] Debt Service cost shown above represents only the growth share of the debt obligation.

		Per Housing Unit		Per Square Foot of Floor Area		
		Single Unit	2+ Units	Commercial	Office	Industrial
		\$388	\$362	\$0.63	\$0.25	\$0.09
Year		Housing Units Added		Square Feet Added (1,000)		
Base	2013	16,833	10,324	4,195	6,084	5,316
Year 1	2014	16,942	10,391	4,234	6,139	5,370
Year 2	2015	17,052	10,458	4,273	6,193	5,424
Year 3	2016	17,162	10,526	4,313	6,248	5,478
Year 4	2017	17,273	10,594	4,353	6,303	5,532
Year 5	2018	17,385	10,662	4,393	6,359	5,588
Year 6	2019	17,497	10,731	4,434	6,416	5,643
Year 7	2020	17,610	10,800	4,474	6,473	5,700
Year 8	2021	17,724	10,870	4,515	6,530	5,757
Year 9	2022	17,839	10,940	4,557	6,588	5,815
Year 10	2023	17,954	11,011	4,599	6,648	5,873
Ten-Yr Increase		1,121	687	404	564	557
Projected Fees =>		\$434,948	\$248,694	\$255,127	\$139,281	\$47,640
<b>Total Projected Revenues</b>		<b>\$1,125,690</b>				
Cumulative Net Surplus/(Deficit)		<b>(\$424,705)</b>				

## APPENDIX A – COST OF PROFESSIONAL SERVICES

The table below displays each section of the Public Safety IIP and Development Fee Study. Each necessary public service is assigned a cost, followed by the proportionate share factors used to allocate the cost to residential and nonresidential land uses. Next, the figure displays the change in service units between 2013 and 2018, and finally the cost per service unit. (Because development fees are updated at least every five years, the cost is assessed against the service units for only 5 years.)

**Figure A42: IIP and Development Fee Study**

**Fire Development Fee Report**

Land Use		Residential	Nonresidential
Proportionate Share		70%	30%
Fire Consultant Fee	\$12,729	\$8,910	\$3,819

Service Unit		Person	Vehicle Trip
Increase in Service Units	2013-2018	4,617	4,818
Cost per Service Unit		\$1.93	\$0.79

**Police Development Fee Report**

Land Use		Residential	Nonresidential
Proportionate Share		70%	30%
Police Consultant Fee	\$11,981	\$8,387	\$3,594

Service Unit		Person	Vehicle Trip
Increase in Service Units	2013-2018	4,617	4,818
Cost per Service Unit		\$1.82	\$0.75

Source: TischlerBise. (2012). Development Fee Land Use Assumptions

## APPENDIX B – FORECAST OF REVENUES OTHER THAN DEVELOPMENT FEES

ARS 9-463.05(E)(7) requires:

*“A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”*

ARS 9-463.05(B)(12) states,

*“The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.”*

The City of Flagstaff does not have a higher than normal construction excise tax rate, so the required offset described above is not applicable. The required forecast of non-development fee revenue that might be used for growth-related capital costs is shown in below. There are no General Fund revenues used for growth-related capital expenditures. The City of Flagstaff allocates the Secondary Property Tax revenue to a Debt Service fund. These funds are available for capital investments; however, **the City of Flagstaff directs revenue from the Secondary Property Tax to non-development fee eligible capital needs.** The forecast of revenue to be generated from the Secondary Property Tax was calculated by the City, and is shown in Figure B43.

**Figure B43: Five-Year Revenue Projection, Secondary Property Tax**

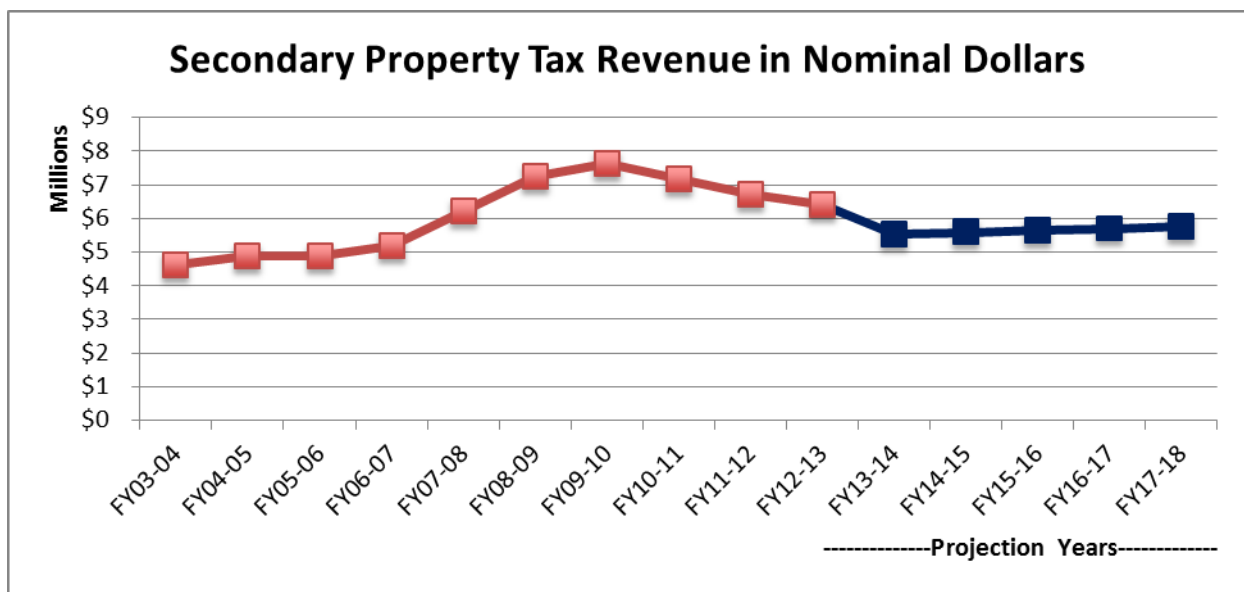
*Forecast of Revenues in Nominal Dollars*

	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18
Secondary Property Taxes Levied for Debt Service	\$5,530,453	\$5,585,758	\$5,641,615	\$5,698,031	\$5,755,012

Source: City of Flagstaff, Finance Department

The figure below charts ten years of past revenues from the Secondary Property Tax, as reported in the City of Flagstaff Comprehensive Annual Financial Reports, and the revenue projections for the next five fiscal years. As shown, for the next five years, the City projects annual revenue generated by the Secondary Property Tax will remain relatively flat.

**Figure B44: Secondary Property Tax Revenue Trend and Projections**



Source: City of Flagstaff, Finance Department



## APPENDIX C – LAND USE ASSUMPTIONS

Arizona Revised Statutes (ARS) 9-463.05 (T)(6) requires the preparation of a Land Use Assumptions document, which shows:

*“projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality.”*

TischlerBise prepared current demographic **estimates** and future development **projections** for both residential and nonresidential development that will be used in the Infrastructure Improvement Plan (IIP) and calculation of the development fees. Current demographic data estimates for FY12-13 are used in calculating levels-of-service (LOS) provided to existing development in the City of Flagstaff. Although long-range projections are necessary for planning infrastructure systems, a shorter period of five to ten years is critical for the development fee analysis. Arizona’s Development Fee Act requires fees to be updated at least every five years and limits the Infrastructure Improvements Plan to a maximum of ten years. The estimates and projections presented herein were calculated from data used by the City of Flagstaff to develop the 2012 Regional Plan Update for the City of Flagstaff planning region.

### SUMMARY OF GROWTH INDICATORS

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Development projections and growth rates are summarized in Figure C45. These projections will be used to estimate development fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to accurate development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, development fee revenues will also decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, the City will receive an increase in development fee revenue, but will also need to accelerate capital improvements to keep pace with development.

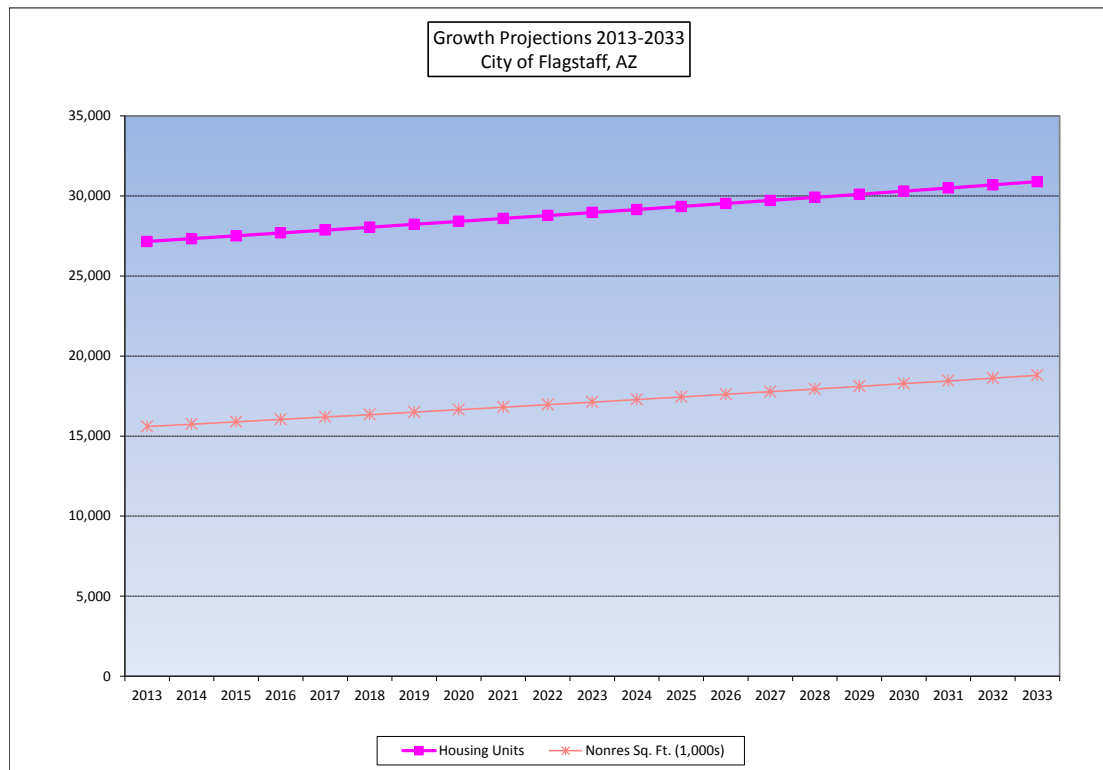
Development projections are calculated through a three-step process. First, TischlerBise used historic population, housing, and employment data from the U.S. Census Bureau, and building permit data provided by the City of Flagstaff to calculate base year 2013 estimates. Second, TischlerBise had discussions with staff and used projections developed by the City of Flagstaff for the 2012 Regional Plan Update process. The City of Flagstaff calculated 20-year projections for population, housing, employment, and land use, based on 2010 decennial census counts and an internally designed high population growth assumption. Finally, TischlerBise applied exponential growth formulas based on the City of Flagstaff 2030 projections of year-round population, housing units, and jobs to estimate projections for each year beyond the base year 2013. See Figure C45 below for a summary of the base year estimates and 20-year projections. The City of Flagstaff is expected to add an average of 187 housing units and 160,000 square feet of non-residential floor area annually.

The City of Flagstaff calculated projections based on two growth scenarios using a low annual growth rate of 0.79 percent and a high annual growth rate of 1.06 percent. Housing unit, employment and land development projections for the 2012 Regional Plan Update were all calculated based on the high annual growth rate to ensure the City of Flagstaff is as prepared as possible to absorb potential growth.

Figure C45: Summary of Development Projections and Growth Rates

	Five-Year Increments ==>													Cumulative	Avg. Ann.
	Base Yr 2013	1 2014	2 2015	3 2016	4 2017	5 2018	6 2019	7 2020	8 2021	9 2022	10 2023	15 2028	20 2033	Increase 2013-2033	Increase 2013-2033
RESIDENTIAL DEVELOPMENT															
Housing Units															
Single Family	16,833	16,942	17,052	17,162	17,273	17,385	17,497	17,610	17,724	17,839	17,954	18,542	19,148	2,315	116
Multifamily	10,324	10,391	10,458	10,526	10,594	10,662	10,731	10,800	10,870	10,940	11,011	11,371	11,743	1,419	71
TOTAL	27,157	27,333	27,510	27,688	27,867	28,047	28,228	28,410	28,594	28,779	28,965	29,913	30,891	3,734	187
Nonres Floor Area (1,000 SF)															
Commercial (1,000 SF)	4,195	4,234	4,273	4,313	4,353	4,393	4,434	4,474	4,515	4,557	4,599	4,816	5,044	849	42
Office/Instit (1,000 SF)	6,084	6,139	6,193	6,248	6,303	6,359	6,416	6,473	6,530	6,588	6,648	6,948	7,262	1,178	59
Industrial/Flex (1,000 SF)	5,316	5,370	5,424	5,478	5,532	5,588	5,643	5,700	5,757	5,815	5,873	6,172	6,487	1,171	59
TOTAL	15,595	15,742	15,890	16,038	16,188	16,339	16,493	16,648	16,802	16,960	17,119	17,936	18,793	3,198	160
ANNUAL INCREASES (City Limits)														2013-2033	
	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	27-28	32-33	Avg Annual	
Housing Units		176	177	178	179	180	181	182	184	185	186	192	198	187	
Nonres Floor Area (1,000 SF)		147	148	148	150	151	154	155	154	158	160	165	175	160	

Source: City of Flagstaff; TischlerBise



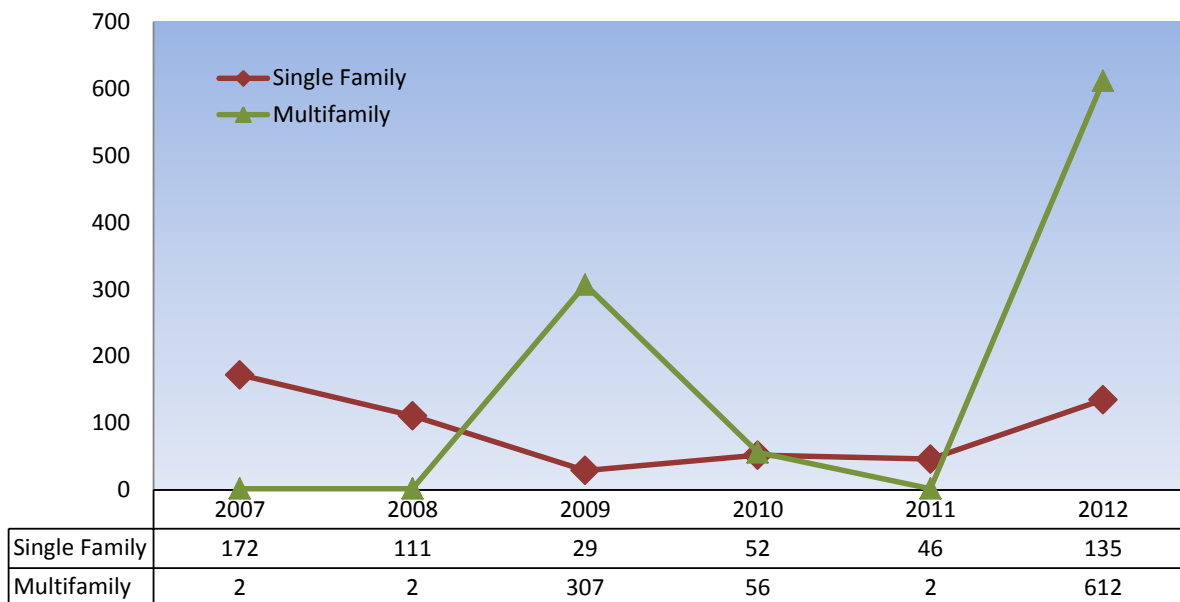
## RESIDENTIAL DEVELOPMENT

Current estimates and future projections of residential development are detailed in this section, including population and housing units by type.

### Current Housing Unit Estimates

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. To estimate current housing units in the City of Flagstaff, TischlerBise obtained building permit information from the City. This information is then used to determine a base year estimate of housing units. Figure C46 shows residential building permit trends by number and type of housing unit for the City of Flagstaff.

**Figure C46: Residential Building Permits in the City of Flagstaff, 2007-2012**



Source: City of Flagstaff

Residential housing units, and building permit trends, by type are shown in Figure C47 below. To calculate total housing units, the distribution of 63 percent single family and 37 percent multifamily units in the City was calculated from the 2011 U.S. Census American Community Survey (ACS), 1-Year Estimates for *Units in Structure*. This distribution was applied to the total number of units reported by the 2010 decennial census to get 16,600 single family units, and 9,654 multifamily units in the City of Flagstaff in 2010.

**Figure C47: Residential Housing Units in the City of Flagstaff**

<b>Building Permits [1]</b>		<b>2010*</b>	<b>2011*</b>	<b>2012*</b>	<b>Total</b>	<b>Average</b>
Single Family [2]		52	46	135	233	78
Multifamily [3]		56	2	612	670	223
Total		108	48	747	903	
<i>*Issued during calendar year</i>						
		<b>Base Year</b>				<b>2013</b>
<b>Housing Units [4]</b>		<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>Distribution[^]</b>
Single Family	63%	16,600	16,652	16,698	16,833	62%
Multifamily	37%	9,654	9,710	9,712	10,324	38%
Total		26,254	26,362	26,410	27,157	
<i>[^] Reflects the addition of issued permits</i>						

- [1] City of Flagstaff Community Development Department, Monthly Construction Permits  
 [2] Single Family includes detached, attached, and mobile homes  
 [3] Multifamily includes structures with 2 or more units  
 [4] U.S. Census Bureau, 2010 Decennial Census: DP1  
 [5] U.S. Census Bureau, 2011 American Community Survey 1-Year Estimates: Table B25024

To estimate 2011, 2012, and 2013 housing units, the building permits issued each year were added to the housing units, starting with the 2010 census count. TischlerBise estimates the City of Flagstaff had 27,157 housing units at the start of base year 2013. The addition of 612 multifamily units in 2012 changed the 2013 distribution of housing units by type to 62 percent single family and 38 percent multifamily.

### Current Household Size and Peak Population

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development in the City of Flagstaff be imposed according to the number of persons per household. This methodology recognizes the impacts of seasonal population peaks.

Persons per household requires data on population in occupied units and the types of units by structure. The 2010 decennial census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses). For development fees in Flagstaff, “single family” residential units include detached (both stick-built and manufactured) and attached (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). The second residential category includes duplexes and all other structures with two or more units on an individual parcel of land. (Note: housing unit estimates from the ACS will not equal decennial census counts of units. These data are used only to derive the custom PPH factors for each type of unit).

Figure C48 below shows the ACS 2011 1-Year Estimates for the City of Flagstaff. To calculate the PPH, persons (57,726) is divided by households (21,534). Dwellings with a single unit per structure (detached, attached, and mobile homes) averaged 2.75 persons per household. Dwellings in structures with multiple units averaged 2.57 PPH. The 2011 City of Flagstaff total PPH was 2.68.

**Figure C48: Persons per Household by Type of Housing**

Units in Structure	Renter & Owner		Persons per Household	Housing Units	Persons Per Hsg Unit	Vacancy Rate
	Persons	HsehlDs				
Single Family	32,735	11,891	2.75	14,879	2.20	20%
Mobile Homes	4,358	1,601	2.72	1,703	2.56	6%
2+ Units	20,633	8,042	2.57	9,643	2.14	17%
Total	57,726	21,534	2.68	26,225		
				Vacant/Seasonal HU	4,691	

2011 Summary by Type of Housing	Persons	House- holds	PPH	Housing Units	PPHU	Housing Mix
Single Family [1]	37,093	13,492	2.75	16,582	2.24	63%
Multifamily [2]	20,633	8,042	2.57	9,643	2.14	37%
Subtotal	57,726	21,534	2.68	26,225	2.20	Vacancy
Group Quarters	8,178					Rate
TOTAL	65,904	21,534		26,225		17.9%

Source: U.S. Census Bureau, 2011 American Community Survey 1-Year Estimates

[1] Single Family includes detached, attached, and mobile homes

[2] Multifamily includes duplex and all other units with 2 or more units per structure

### Peak Population Estimate

The first step in estimating a base year peak population is to calculate a *peak occupancy rate* using ACS estimates of housing units by occupancy. The *peak occupancy rate* is used to determine the number of *peak households* (occupied housing units during seasonal/peak periods). Occupied and vacant housing unit estimates, shown in Figure C49, are from the 2011 ACS 1-Year Estimates, which is the most recent information available for the City. Due to data availability, the share of vacant units counted as “vacant units for seasonal, recreational, or occasional use” is from the ACS 3-Year Estimates, and was used to estimate the percentage of 2011 vacant units that were occupied by seasonal population. Based on the ACS 3-Year Estimates, 51 percent (2,398) of the estimated 4,691 vacant units are seasonally populated. Peak households (23,932) is the sum of year-round occupied households (21,534) and seasonally populated units (2,398). The 2011 Peak Occupancy Rate of 91 percent is the relationship of peak households (23,932) to total housing units (21,534 occupied plus 4,691 vacant). Using peak households reduces the vacancy rate from a year-round rate of 17.9 percent to a seasonal rate of 8.7 percent.

**Figure C49: Household Occupancy Rates for City of Flagstaff**

2011 Peak Households Estimate	Housing Units			Peak Households		Peak Occ. Rate
	Occupied	Vacant	Seasonal*	Count	Share	
Single Family	11,891	2,988	1,535	13,426	56%	90%
Mobile Homes	1,601	102	48	1,649	7%	97%
2+ Units	8,042	1,601	815	8,857	37%	92%
Total	21,534	4,691	2,398	23,932	100%	91%

Source: U.S. Census Bureau, 2011 American Community Survey 1-Year Estimates

*Seasonal share of vacant units estimated from U.S. Census Bureau, 2011 ACS 3-Year Estimates

Next in the process to estimate a base year peak population is to apply the peak occupancy rates by unit type to the 2010-2012 residential building permit data from Figure C46 above to determine how many peak households have been added since the 2010 decennial census count. According to the 2011 ACS 1-Year Estimates, occupied single family units are 63 percent of the City's households. The distribution is applied to the 2010 decennial census count of peak households (i.e., 91% of total housing units) to calculate an estimate of 14,969 single family households and 8,922 multifamily households. The annual units added are adjusted by the peak occupancy rates calculated in Figure C49 above, and then added to the 2010 estimate to determine the 2013 peak households by type. See Figure C50 for additional detail.

**Figure C50: Peak Households**

2010 Peak Households Estimate	Peak		Peak Households Added Annually [2]			2013 Peak Households
	Households [1]	Occupancy	2010	2011	2012	
Single Family	14,969	91%	47	42	123	15,181
Multifamily	8,922	92%	52	2	563	9,539
Total	23,891	91%	99	44	686	24,720

[1] U.S. Census Bureau, 2010 Decennial Census

[2] City of Flagstaff Community Development Department, Monthly Construction Permits

The last step in calculating a base year peak population for the City of Flagstaff is to apply the persons per household by housing type (see Figure C48) to the base year peak households by housing type (see Figure C50). The final 2013 peak population estimate for City of Flagstaff is the population in single family and multifamily households (66,267) plus the estimated 2013 population living in *group quarters*, which includes Northern Arizona University student housing. As part of the 2012 Regional Plan Update, The City of Flagstaff used 2010 decennial census as the base year figures from which to calculate a projected annual *group quarters* population growth rate of 2.41 percent (assuming the high population growth scenario used for other demographic and housing projections). As shown in Figure C51, the 2013 *group quarters* population estimate of 8,674 is added to the peak households population estimate of 66,267 to determine a base year 2013 peak population of 74,941 persons in the City of Flagstaff.

Figure C51: Peak Population Estimate

2013 Peak Households Estimate	Persons Per Household [1]	Peak	
		Households	Population
Single Family	2.75	15,181	41,736
Multifamily	2.57	9,539	24,474
Total	2.68	24,720	66,267
		Group Quarters [2]	8,674
		Total Base Year Peak Population	74,941

[1] Shown as rounded numbers

[2] City of Flagstaff 2012 Regional Plan Update,  
high population growth scenario

## Peak Population and Housing Unit Projections

TischlerBise analyzed recent growth trends, reviewed the City of Flagstaff 2012 Regional Plan Update data, and had discussions with staff. Based on the high population growth scenario and 2010 decennial census counts, the City of Flagstaff projects a 2030 housing unit estimate of 30,300 units, which equates to an annual growth rate of 0.72 percent. TischlerBise adjusted the annual growth rate to reflect the 2013 base year housing unit estimate of 27,157. The adjusted growth rate of 0.65 percent was used to calculate an estimate of housing units for each year past 2013. Housing units were divided into single family and multifamily unit estimates as described above, and then peak occupancy rates and persons per household factors were applied to the annual housing units added to calculate annual additional peak population in households. See Figure C52 for a summary of the projections.

Included in the City of Flagstaff 2012 Regional Plan Update demographic projections was the assumption that the *group quarters* population within the City (and including Northern Arizona University student housing) would grow at an annual rate of 2.41 percent, to reach a 2030 projected total of 13,000 persons. The annual growth rate was applied to the 2010 decennial census *group quarters* population count of 8,076 to estimate a *group quarters* population for each year beyond 2010. See Figure C52 for a summary of the projections.

Figure C52: Peak Population and Housing Unit Projections

	Decennial Census [1]	Estimates [2]				Projection [3]		Exponential Growth Rates	
	2010	2011	2012	2013	2018	2023	2030	2010-30	2013-30
Housing Units	26,254	26,362	26,410	27,157	28,047	28,965	30,300	0.72%	0.65%
Peak Population in Households [4]			64,428	66,267	69,788	72,021	75,271		0.75%
Group Quarters	8,076	8,271	8,470	8,674	9,770	11,005	13,000	2.41%	2.41%
Peak Population [4]			72,898	74,941	79,558	83,025	88,271		0.97%

[1] U.S. Census Bureau, 2010 Decennial Census

[2] Estimates calculated using the 2010-2030 Exponential Growth Rate

[3] 2030 projections from City of Flagstaff 2012 Regional Plan Update, high population growth scenario

[4] TischlerBise

Annual population projections for the City of Flagstaff are the sum of the peak population in households and the group quarter population. The 2013 base year estimate of 74,941 and the 2030 peak population projection of 88,271 persons were used to calculate an exponential growth rate of 0.97 percent for the City of Flagstaff peak population.

### Year-Round Population Estimates and Projections

The City of Flagstaff used U.S. Census Bureau 2010 decennial census data as the foundation for the City's 2012 Regional Plan Update. Arizona Department of Administration data from December of 2012 was used to calculate 2012 base year estimates. Intercensal population estimates produced by the Arizona Department of Administration demonstrate an average annual growth rate for the City of Flagstaff that has slowed from a 2007 peak of 3.3 percent and a 2010 peak of 2.2 percent. While the City of Flagstaff does not expect to return to past growth rates, it does expect annual growth well into the future, and that the City will host a growing share of the Coconino County population. Population projections calculated from the decennial census assume a sustained annual growth rate of 1.06 percent and a 2030 population of 81,300.

To calculate a 2013 year-round population, TischlerBise used annual Arizona Department of Administration Interim Intercensal July Population Estimates for 2010, 2011, and 2012. Next, the annual exponential growth rate of 1.06 percent was calculated from the 2010 and 2030 populations used by City of Flagstaff for the high growth scenario. According to the high growth scenario assumptions, the 2013 City of Flagstaff population is 67,024. The annual exponential growth rate of 1.14 percent was calculated from the 2013 population estimate and the 2030 projection, and then applied to each projection year past 2013 to match the City of Flagstaff projected 2030 population of 81,300. Figure C53 presents a summary of the population projections for the City of Flagstaff and Coconino County.

**Figure C53: Population Estimates and Projections for City of Flagstaff**

	April Census [1]	Annual July Population Estimates [2]				Population Projections [3]			Exponential Growth Rates	
	2010	2010	2011	2012	2013	2018	2023	2030	2010-30	2013-30
City of Flagstaff	65,870	65,985	66,013	66,322	67,024	70,941	75,086	81,300	1.06%	1.14%
Coconino County	134,421	134,679	134,162	134,313	135,394	141,632	148,157	157,800	0.80%	0.90%
City Share	49.0%	49.0%	49.2%	49.4%	49.5%	50.1%	50.7%	51.5%		

[1] U.S. Census Bureau, 2010 Decennial Census

[2] Arizona Department of Administration, Interim Intercensal Population Estimates

[3] 2030 population projection from City of Flagstaff 2012 Regional Plan Update, high population growth scenario

Year-round population estimates and projections are presented here to demonstrate the difference in growth patterns for the year-round (1.14%) and peak populations (0.97%) of the City.

### Population and Residential Development Summary

Peak Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. As these factors will vary to the extent that future development varies, there will be virtually no effect on the actual amount of the development fee. See Figure C54 below for a summary of population and housing unit projections.



Figure C54: Population and Housing Unit Projections in the City of Flagstaff, 2013-2033

		Five-Year Increments ==>												Cumulative Increase	Avg. Ann. Increase	
	Base Yr	1	2	3	4	5	6	7	8	9	10	15	20			
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2028	2033	2013-2033	2013-2033	
SUMMARY OF DEMAND PROJECTIONS (City Limits)																
TOTAL PEAK POPULATION	74,941	76,931	77,576	78,228	78,889	79,558	80,234	80,918	81,611	82,314	83,025	86,723	90,670	15,729	786	
TOTAL HOUSING UNITS	27,157	27,333	27,510	27,688	27,867	28,047	28,228	28,410	28,594	28,779	28,965	29,913	30,891	3,734	187	
RESIDENTIAL DEVELOPMENT																
Housing Units																
Single Family	16,833	16,942	17,052	17,162	17,273	17,385	17,497	17,610	17,724	17,839	17,954	18,542	19,148	2,315	116	
Multifamily	10,324	10,391	10,458	10,526	10,594	10,662	10,731	10,800	10,870	10,940	11,011	11,371	11,743	1,419	71	
TOTAL	27,157	27,333	27,510	27,688	27,867	28,047	28,228	28,410	28,594	28,779	28,965	29,913	30,891	3,734	187	
														2013-2033		
ANNUAL INCREASES (City Limits)		12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	27-28	32-33	Avg Annual	
Peak Population			1,990	645	652	661	669	676	684	693	703	711	759	810	786	
Housing Units			176	177	178	179	180	181	182	184	185	186	192	198	187	

Source: City of Flagstaff; TischlerBise

## NONRESIDENTIAL DEVELOPMENT

### Employment Estimates and Projections

In addition to data on residential development, the calculation of development fees requires data on nonresidential square footage and employment (number of jobs) in the City of Flagstaff.

TischlerBise analyzed recent employment trends, reviewed data provided by the City of Flagstaff, and had discussions with staff. According to the analysis conducted by the City of Flagstaff, the City historically hosts between 60 and 65 percent of all Coconino County employment. The City expects this trend to continue well into the future. See Figure C55 below for additional information on County and City employment trends. According to the City of Flagstaff, 2010 employment in the City was approximately 37,100. The city projects 2030 employment will reach 44,600, based on the high population growth scenario used for the 2012 Regional Plan Update. TischlerBise used 2010 and 2030 data to calculate an exponential employment growth rate of 0.92 percent for the City and 0.69 percent for the County. Employment estimates and projections between 2010 and 2030 were calculated with exponential growth rates. TischlerBise estimates the City of Flagstaff had 38,139 jobs for the base year of 2013.

**Figure C55: Employment Trends in Coconino County and City of Flagstaff**

	City of Flagstaff Estimates [1]			Employment Estimates			Employment Projections [2]			Exponential Growth Rates	
	2000	2004	2010	2011	2012	2013	2018	2023	2030	2010-30	2013-30
City of Flagstaff	38,400	39,244	37,100	37,443	37,789	38,139	39,935	41,816	44,600	0.92%	0.92%
Coconino County	58,400	62,200	61,100	61,523	61,948	62,377	64,565	66,829	70,133	0.69%	0.69%
City Share	65.8%	63.1%	60.7%	60.9%	61.0%	61.1%	61.9%	62.6%	63.6%		

[1] City of Flagstaff 2012 Regional Plan Update; based on the 2010 employment estimate from U.S. Census Bureau LEHD web-based application OnTheMap, "all jobs" plus 5% assumed undercount

[2] 2030 projections from City of Flagstaff 2012 Regional Plan Update, high population growth scenario

### Employment by Industry Type

In addition to projecting total employment, as part of the City of Flagstaff 2012 Regional Plan Update process, the City analyzed employment trends and set economic development priorities for the future. City staff made three assumptions to project employment distribution into the future. First, total employment assumes the high population growth scenario used for the 2012 Regional Plan Update. Second, as the County seat, the region will have a high percentage of government office jobs. Third, Industrial/Flex jobs will grow at a faster rate (1.00%) than Commercial/Retail jobs (0.93%) and Office/Institutional jobs (0.89%). Between 2010 and 2030, the City of Flagstaff expects to add 7,500 jobs. Figure C56 shows the incremental growth in employment by industry type.

**Figure C56: Employment Distribution by Industry Type**

	City of Flagstaff Estimates [1]		Base Year Employment Estimates [2]		Industry Employment Projection [3]	
	2010	2010 Share	2013	2013 Share	2030	Growth Rate
Commercial/Retail	8,162	22%	8,390	22%	9,812	0.93%
Office/Institutional	19,663	53%	20,214	53%	23,496	0.89%
Industrial/Flex	9,275	25%	9,535	25%	11,292	1.00%
<b>TOTAL</b>	<b>37,100</b>	<b>100%</b>	<b>38,139</b>	<b>100%</b>	<b>44,600</b>	<b>0.92%</b>

[1] City of Flagstaff, 2012 Regional Plan Update, high population growth scenario

[2] TischlerBise, based on 2010 distribution from the City of Flagstaff

[3] Due to development activity since the 2012 Regional Plan Update process,  
the projected industry employment figures deviate from previous assumptions

## NONRESIDENTIAL SQUARE FOOTAGE DEVELOPMENT

Job estimates are used to estimate nonresidential square footage based on nationally recognized average square feet per employee data published by The Institute of Transportation Engineers (ITE), and shown in Figure C57.

**Figure C57: The Institute of Transportation Engineers, Employee and Building Area Ratios, 2012**

ITE Code	Land Use / Size	Demand Unit	Weekday Trip Ends per Demand Unit*	Emp Per Employee*	Emp Per Dmd Unit**	Sq Ft Per Emp
<b>Commercial / Shopping Center</b>						
820	Average	1,000 Sq Ft	42.70	na	2.00	500
<b>General Office</b>						
710	Average	1,000 Sq Ft	11.03	3.32	3.32	301
<b>Other Nonresidential</b>						
770	Business Park***	1,000 Sq Ft	12.44	4.04	3.08	325
760	Research & Dev Center	1,000 Sq Ft	8.11	2.77	2.93	342
610	Hospital	1,000 Sq Ft	13.22	4.50	2.94	340
565	Day Care	student	4.38	26.73	0.16	na
550	University/College	student	1.71	8.96	0.19	na
530	High School	student	1.71	19.74	0.09	na
520	Elementary School	student	1.29	15.71	0.08	na
520	Elementary School	1,000 Sq Ft	15.43	15.71	0.98	1,018
320	Lodging	room	5.63	12.81	0.44	na
254	Assisted Living	bed	2.66	3.93	0.68	na
151	Mini-Warehouse	1,000 Sq Ft	2.50	61.90	0.04	24,760
150	Warehousing	1,000 Sq Ft	3.56	3.89	0.92	1,093
140	Manufacturing	1,000 Sq Ft	3.82	2.13	1.79	558
110	Light Industrial	1,000 Sq Ft	6.97	3.02	2.31	433

* Trip Generation, Institute of Transportation Engineers, 9th Edition (2012).

** Employees per demand unit calculated from trip rates, except for Shopping Center data, which are derived from Development Handbook and Dollars and Cents of Shopping Centers, published by the Urban Land Institute.

TischlerBise used 2012 factors from the ITE to calculate the total nonresidential floor area for three categories of development used for the calculation of development fees. To estimate current nonresidential floor area, 2013 job estimates by category were multiplied by ITE square feet per employee factors. It is estimated the City of Flagstaff has approximately 16 million square feet of nonresidential space in active use. The estimated square footage in 2013 for each major category of nonresidential development is shown below in Figure C58.

**Figure C58: Estimated Employment and Nonresidential Floor Area in City of Flagstaff, 2013**

	<i>2013 Estimated Jobs</i>	<i>Square Feet Per Employee [1]</i>	<i>2013 Nonresidential Floor Area</i>	
			<i>Square Feet</i>	<i>Distribution</i>
Commercial/Retail	8,390	500	4,195,000	27%
Office/Institutional	20,214	301	6,084,359	39%
Industrial/Flex	9,535	558	5,316,636	34%
<b>TOTAL</b>	<b>38,139</b>	<b>409</b>	<b>15,595,995</b>	<b>100%</b>

[1] Trip Generation Manual, Institute of Transportation Engineers  
9th Edition (2012). Shown as rounded numbers.

### Nonresidential Floor Area and Employment Projections

Future employment growth and nonresidential development in the City of Flagstaff are projected based on information provided by City staff, and TischlerBise's analysis of past trends in the City. To project employment for the City, TischlerBise applied the industry-specific growth rates for each year beyond the base year 2013 estimates by industry category.

The projected increase in employment by industry type is then used to project growth in nonresidential square footage using the *Employee per Square Footage* data previously discussed. Results are shown in Figure C59. The City expects to add on average 386 jobs a year for the next twenty years. To keep pace with employment growth, the City should expect to add roughly 160,000 square feet of nonresidential development each year.

Figure C59: Nonresidential Floor Area and Employment Projections in City of Flagstaff, 2013-2033

	Five-Year Increments ==>													Cumulative	Avg. Ann.
	Base Yr	1	2	3	4	5	6	7	8	9	10	15	20	Increase	Increase
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2028	2033	2013-2033	2013-2033
SUMMARY OF DEMAND PROJECTIONS (City Limits)															
TOTAL JOBS	38,139	38,492	38,848	39,207	39,569	39,935	40,304	40,678	41,053	41,433	41,816	43,786	45,849	7,710	386
NONRESIDENTIAL DEVELOPMENT															
Employment By Type															
Commercial/Retail	8,390	8,468	8,546	8,625	8,705	8,785	8,867	8,949	9,031	9,115	9,199	9,633	10,087	1,697	85
Office/Institutional	20,214	20,394	20,575	20,758	20,942	21,129	21,316	21,506	21,697	21,890	22,085	23,084	24,128	3,914	196
Industrial/Flex	9,535	9,630	9,727	9,824	9,922	10,021	10,121	10,223	10,325	10,428	10,532	11,069	11,634	2,099	105
TOTAL	38,139	38,492	38,848	39,207	39,569	39,935	40,304	40,678	41,053	41,433	41,816	43,786	45,849	7,710	386
Nonres Floor Area (1,000 SF)															
Commercial (1,000 SF)	4,195	4,234	4,273	4,313	4,353	4,393	4,434	4,474	4,515	4,557	4,599	4,816	5,044	849	42
Office/Instit (1,000 SF)	6,084	6,139	6,193	6,248	6,303	6,359	6,416	6,473	6,530	6,588	6,648	6,948	7,262	1,178	59
Industrial/Flex (1,000 SF)	5,316	5,370	5,424	5,478	5,532	5,588	5,643	5,700	5,757	5,815	5,873	6,172	6,487	1,171	59
TOTAL	15,595	15,742	15,890	16,038	16,188	16,339	16,493	16,648	16,802	16,960	17,119	17,936	18,793	3,198	160
ANNUAL INCREASES (City Limits)														2013-2033	
	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	27-28	32-33	Avg Annual	
Jobs		353	356	359	362	366	369	374	375	380	383	401	420	386	
Nonres Floor Area (1,000 SF)		147	148	148	150	151	154	155	154	158	160	165	175	160	

Source: City of Flagstaff; TischlerBise

## AVERAGE DAILY VEHICLE TRIPS

Nonresidential average Daily Vehicle Trips are used for the Public Safety development fee category as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 9th Edition*, published by the Institute of Transportation Engineers (ITE) in 2012. A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway).

### Trip Rate Adjustments

Trip generation rates are adjusted to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor of 50 percent is applied to the office/institutional, and industrial/flex categories. The commercial/retail category has a trip factor of less than 50 percent because this type of development attracts vehicles as they pass-by on arterial and collector roads. For an average size shopping center, the ITE (2012) indicates that on average 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the shopping center as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor of 66 percent is multiplied by 50 percent to calculate a trip adjustment factor for commercial land use of 33 percent.

### Estimated Vehicle Trips in Flagstaff

Trip adjustment factors are used in conjunction with average weekday vehicle trip ends provided by ITE (2012) to calculate average vehicle trips in the City of Flagstaff based on existing development. Figure C60 details the calculations to determine that existing nonresidential development in the City generates an average of 102,819 vehicle trips on an average weekday. An example of the calculation is as follows for commercial land uses: 4,195 x 42.70 vehicle trips per day per 1,000 square feet x 33 percent adjustment factor = 59,112 total vehicle trips per day from commercial development in the City. The same calculation is done for each land use type.

Figure C60: Average Daily Trips from Existing Development in City of Flagstaff

Base Year	
2013	
<b>Nonresidential Vehicle Trips on an Average Weekday**</b>	
<b>Nonresidential Gross Floor Area (1,000 sq. ft.)</b>	<i>Assumptions</i>
Commercial/Retail	4,195
Office/Institutional	6,084
Industrial/Flex	5,316
<b>Average Weekday Vehicle Trips Ends per 1,000 Sq. Ft.**</b>	
Commercial	42.70
Office/Institutional	11.03
Industrial/Flex	3.82
<b>Nonresidential Vehicle Trips on an Average Weekday</b>	
Commercial	59,112
Office/Institutional	33,553
Industrial/Flex	10,154
<b>Total Nonresidential Trips</b>	<b>102,819</b>

**Trip rates are from the Institute of Transportation Engineers. (2012). *Trip Generation Manual 9th Edition*

## DEMAND INDICATORS BY SIZE OF DETACHED HOUSING

As part of the development fee effort for the City of Flagstaff, TischlerBise further analyzed demographic data to present the option to refine the development fee schedule to be more progressive for residential development. This can be done by developing fees by size of housing unit based on bedroom count. Household size can be derived using custom tabulations of demographic data by bedroom range from survey responses provided by the U.S. Census Bureau in files known as Public Use Micro-data Samples (PUMS). Because PUMS data are only available for areas of roughly 100,000 persons, the City of Flagstaff is in Arizona Public Use Micro-data Area (PUMA) 0400. Data is first analyzed for the PUMA area and then calibrated to conditions in the City of Flagstaff.

TischlerBise used 2011 ACS 1-Year Estimates to derive persons per household by number of bedrooms. As shown in Figure C61, TischlerBise derived trip generation rates and average persons, by bedroom range, using the number of persons. Recommended multipliers were scaled to make the average value by type of housing for Arizona PUMA 0400 match the average value derived from ACS data specific to Flagstaff. As the number of bedrooms increases so do the persons per household.

**Figure C61: Average Persons per Household by Bedroom Range in City of Flagstaff**

	AZ PUMA 0400 [1]		Recommended Multipliers for Municipality [2]
	Households	Persons	Persons per Household
Single Family 0-3 Bdrms	457	1,258	2.62
Single Family 4+ Bdrms	109	376	3.29
<i>Single Family Subtotal</i>	<i>566</i>	<i>1,634</i>	<i>2.75</i>
Multi family Total	102	220	2.57
AZ PUMA 0400 TOTAL	668	1,854	

[1] American Community Survey, Public Use Microdata Sample for AZ PUMA 0400 (unweighted data for 2011).

[2] Recommended multipliers are scaled to make the average value by type of housing for AZ PUMA 0400 match the average value for Flagstaff, derived from American Community Survey 2011 data, with persons adjusted to the Citywide average of 2.75 persons per single family household.

## LAND USE ASSUMPTIONS SUMMARY

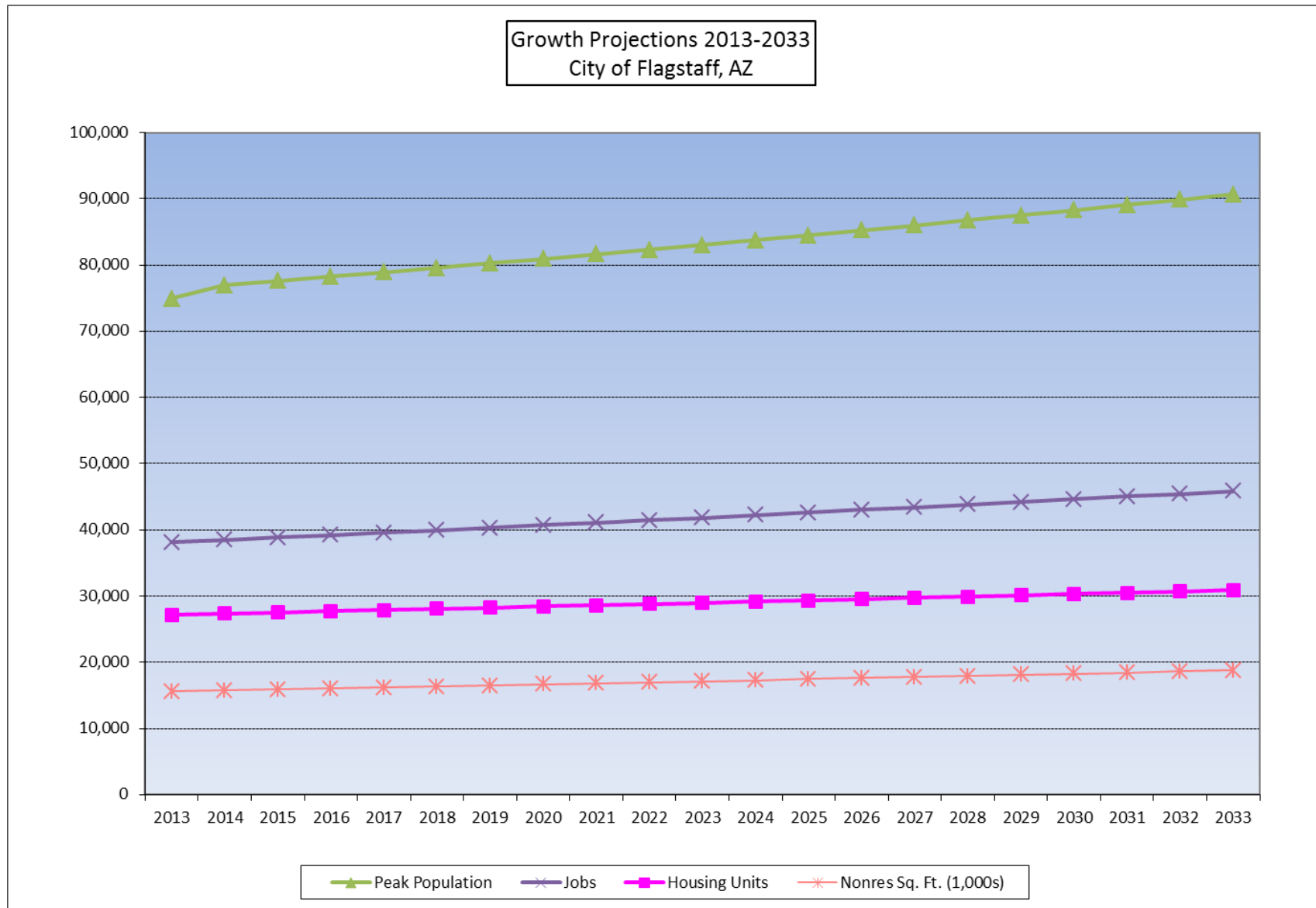
Provided on the next page is a summary of annual demographic and development projections to be used for the development fee study. Base year estimates for 2013 are used in the development fee calculations. Development projections are used to illustrate a possible future pace of service demands and cash flows resulting from revenues and expenditures associated with those service demands.

Figure C62: Summary – City of Flagstaff Land Use Assumptions, 2013-2033

		Five-Year Increments ==>												Cumulative	Avg. Ann.
	Base Yr	1	2	3	4	5	6	7	8	9	10	15	20	Increase	Increase
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2028	2033	2013-2033	2013-2033
SUMMARY OF DEMAND PROJECTIONS (City Limits)															
TOTAL PEAK POPULATION	74,941	76,931	77,576	78,228	78,889	79,558	80,234	80,918	81,611	82,314	83,025	86,723	90,670	15,729	786
TOTAL HOUSING UNITS	27,157	27,333	27,510	27,688	27,867	28,047	28,228	28,410	28,594	28,779	28,965	29,913	30,891	3,734	187
TOTAL JOBS	38,139	38,492	38,848	39,207	39,569	39,935	40,304	40,678	41,053	41,433	41,816	43,786	45,849	7,710	386
RESIDENTIAL DEVELOPMENT															
Housing Units															
Single Family	16,833	16,942	17,052	17,162	17,273	17,385	17,497	17,610	17,724	17,839	17,954	18,542	19,148	2,315	116
Multifamily	10,324	10,391	10,458	10,526	10,594	10,662	10,731	10,800	10,870	10,940	11,011	11,371	11,743	1,419	71
TOTAL	27,157	27,333	27,510	27,688	27,867	28,047	28,228	28,410	28,594	28,779	28,965	29,913	30,891	3,734	187
NONRESIDENTIAL DEVELOPMENT															
Employment By Type															
Commercial/Retail	8,390	8,468	8,546	8,625	8,705	8,785	8,867	8,949	9,031	9,115	9,199	9,633	10,087	1,697	85
Office/Institutional	20,214	20,394	20,575	20,758	20,942	21,129	21,316	21,506	21,697	21,890	22,085	23,084	24,128	3,914	196
Industrial/Flex	9,535	9,630	9,727	9,824	9,922	10,021	10,121	10,223	10,325	10,428	10,532	11,069	11,634	2,099	105
TOTAL	38,139	38,492	38,848	39,207	39,569	39,935	40,304	40,678	41,053	41,433	41,816	43,786	45,849	7,710	386
Nonres Floor Area (1,000 SF)															
Commercial (1,000 SF)	4,195	4,234	4,273	4,313	4,353	4,393	4,434	4,474	4,515	4,557	4,599	4,816	5,044	849	42
Office/Instit (1,000 SF)	6,084	6,139	6,193	6,248	6,303	6,359	6,416	6,473	6,530	6,588	6,648	6,948	7,262	1,178	59
Industrial/Flex (1,000 SF)	5,316	5,370	5,424	5,478	5,532	5,588	5,643	5,700	5,757	5,815	5,873	6,172	6,487	1,171	59
TOTAL	15,595	15,742	15,890	16,038	16,188	16,339	16,493	16,648	16,802	16,960	17,119	17,936	18,793	3,198	160
Nonresidential Trips															
Commercial (1,000 SF)	59,112	59,661	60,211	60,767	61,331	61,895	62,472	63,043	63,621	64,213	64,805	67,862	71,068	11,956	598
Office/Instit (1,000 SF)	33,553	33,854	34,155	34,458	34,764	35,070	35,385	35,700	36,013	36,333	36,661	38,318	40,052	6,499	325
Industrial/Flex (1,000 SF)	10,154	10,256	10,360	10,463	10,567	10,672	10,779	10,887	10,996	11,106	11,217	11,788	12,390	2,236	112
TOTAL Nonresidential Trips	102,819	103,771	104,726	105,688	106,662	107,637	108,636	109,630	110,630	111,652	112,683	117,968	123,510	20,691	1,035
ANNUAL INCREASES (City Limits)														2013-2033	
Peak Population	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	27-28	32-33	Avg Annual	
Housing Units		176	177	178	179	180	181	182	184	185	186	192	198		
Jobs		353	356	359	362	366	369	374	375	380	383	401	420		
Nonres Floor Area (1,000 SF)		147	148	148	150	151	154	155	154	158	160	165	175		

Source: City of Flagstaff; TischlerBise





**ORDINANCE NO. 2014-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,  
ARIZONA AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, SECTION 3-  
11-007-0001, DEVELOPMENT FEE FOR RESIDENTIAL DEVELOPMENT,  
AND SECTION 3-11-007-0002, DEVELOPMENT FEE FOR NONRESIDENTIAL  
DEVELOPMENT, SEVERABILITY, AUTHORITY FOR CLERICAL  
CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, under Arizona Revised Statutes §9-463.05, an Arizona municipality may assess development fees to offset costs associated with providing necessary public services to a development; and

WHEREAS, in 2011 the Arizona State Legislature adopted (and on April 26, 2011 Governor Jan Brewer signed into law) SB 1525, a bill that amended A.R.S. §9-463.05 by changing how fees are calculated and how municipalities may administer said fees; and

WHEREAS, A.R.S. §9-463.05, as amended by SB 1525, requires that any development fees in place when SB 1525 became effective shall be replaced by development fees compliant with SB 1525 no later than August 1, 2014; and

WHEREAS, on December 20, 2011, the City Council adopted Ordinance No. 2011-32, an ordinance that, among other things, revised development fees pursuant to SB 1525; and

WHEREAS, the City has determined that additional revisions pursuant to SB 1525 are necessary.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF  
AS FOLLOWS:**

**SECTION 1. In General.**

The Flagstaff City Code, Title 3, Section 3-11-007-0001, Development Fee For Residential Development, and Section 3-11-007-0002, Development Fee for Nonresidential Development, are hereby amended as set forth below (deletions shown as stricken, and additions shown as underlined text in italics):

Division 3-11-007  
Police and Fire Protection Development Fee

**Sections:**

- 3-11-007 -0001 Development Fee for Residential Development
- 3-11-007-0002 Development Fee for Nonresidential Development

**3-11-007-0001 Development Fee for Residential Development**

<b>Residential (per housing unit)</b>	<b>Police</b>	<b>Fire</b>	<b>TOTAL</b>
<del>Single Family Detached</del>	<del>\$231</del>	<del>\$444</del>	<del>\$675</del>
<del>Multi-Family</del>	<del>\$184</del>	<del>\$352</del>	<del>\$536</del>
<del>All Other Housing</del>	<del>\$223</del>	<del>\$428</del>	<del>\$651</del>
<del>Single family residential:</del>	<del>\$182</del>	<del>\$366</del>	<del>\$548</del>
<del>Multi-family residential:</del>	<del>\$170</del>	<del>\$342</del>	<del>\$512</del>

**3-11-007-0002 Development Fee for Nonresidential Development**

<b>Nonresidential (per sq. ft. unless otherwise noted)</b>	<b>Police</b>	<b>Fire</b>	<b>TOTAL</b>
<del>Commercial/Shopping Center 25,000 SF or less</del>	<del>\$0.91</del>	<del>\$1.09</del>	<del>\$2.00</del>
<del>Commercial/Shopping Center 25,001-50,000 SF</del>	<del>\$0.79</del>	<del>\$0.94</del>	<del>\$1.73</del>
<del>Commercial/Shopping Center 50,001-100,000 SF</del>	<del>\$0.66</del>	<del>\$0.79</del>	<del>\$1.45</del>
<del>Commercial/Shopping Center 100,001-200,000 SF</del>	<del>\$0.56</del>	<del>\$0.67</del>	<del>\$1.24</del>
<del>Commercial/Shopping Center over 200,000 SF</del>	<del>\$0.48</del>	<del>\$0.57</del>	<del>\$1.05</del>
<del>Office/Institutional 10,000 SF or less</del>	<del>\$0.33</del>	<del>\$0.40</del>	<del>\$0.73</del>
<del>Office/Institutional 10,001-25,000 SF</del>	<del>\$0.27</del>	<del>\$0.32</del>	<del>\$0.59</del>
<del>Office/Institutional 25,001-50,000 SF</del>	<del>\$0.23</del>	<del>\$0.28</del>	<del>\$0.51</del>
<del>Office/Institutional 50,001-100,000 SF</del>	<del>\$0.20</del>	<del>\$0.23</del>	<del>\$0.43</del>
<del>Office/Institutional over 100,000 SF</del>	<del>\$0.17</del>	<del>\$0.20</del>	<del>\$0.37</del>
<del>Business Park</del>	<del>\$0.19</del>	<del>\$0.22</del>	<del>\$0.41</del>
<del>Light Industrial</del>	<del>\$0.10</del>	<del>\$0.12</del>	<del>\$0.23</del>
<del>Warehousing</del>	<del>\$0.07</del>	<del>\$0.09</del>	<del>\$0.16</del>
<del>Manufacturing</del>	<del>\$0.06</del>	<del>\$0.07</del>	<del>\$0.12</del>
<del>Hotel (per room)</del>	<del>\$83</del>	<del>\$99</del>	<del>\$182</del>

<i>Commercial:</i>	<i>\$0.29</i>	<i>\$0.59</i>	<i>\$0.88</i>
<i>Office:</i>	<i>\$0.11</i>	<i>\$0.23</i>	<i>\$0.34</i>
<i>Industrial Flex:</i>	<i>\$0.03</i>	<i>\$0.08</i>	<i>\$0.11</i>

## SECTION 2. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

## SECTION 3. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

## SECTION 4. Effective Date.

This ordinance shall become effective August 1, 2014.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2014.

_____  
MAYOR

ATTEST:

_____  
CITY CLERK

APPROVED AS TO FORM:

_____  
CITY ATTORNEY

## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Michael Scheu, Building Official  
**Date:** 04/28/2014  
**Meeting Date:** 05/06/2014



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### TITLE:

**Consideration and Adoption of Ordinance No. 2014-08:** An Ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 4, Building Regulations, by amending the Uniform Housing Code, 1997 Edition and Amendments. *(To bring the minimum standards up to current code and to streamline the process and simplify debt collection by the City when the cost of repairs or demolition is taken on by the City)*

### RECOMMENDED ACTION:

At the May 6, 2014, Council Meeting:

- 1) Read Ordinance No. 2014-08 by title only for the first time
- 2) City Clerk reads Ordinance No. 2014-08 by title only (if approved above)

At the May 20, 2014, Council Meeting:

- 3) Read Ordinance No. 2014-08 by title only for the final time
- 4) City Clerk reads Ordinance No. 2014-08 by title only (if approved above)
- 5) Adopt Ordinance No. 2014-08

### Policy Decision or Reason for Action:

This ordinance will amend Title 4, Building Regulations, by making certain technical, procedural and administrative changes to the Uniform Housing Code, 1997 Edition ("UHC"), previously adopted by the Flagstaff City Council,

### Financial Impact:

See financial implications in additional information.

### Connection to Council Goal:

11. Effective governance

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

Not on these specific issues.

### Options and Alternatives:

- 1) Do not adopt Ordinance No. 2014-08
- 2) Amend Ordinance No. 2014-08

### Background/History:

In the last year, staff has increasingly come to rely on the UHC as its principal tool for addressing substandard building complaints. In working closely with the UHC, staff has come to realize that certain technical and procedural changes are warranted in order to not only harmonize the UHC with those other international codes previously adopted by Council, but also to streamline and simplify the process for the collection of debts incurred by the City for the demolition or repair of substandard buildings. In regard to technical amendments, revised Section 701.1, Heating, provides a fairly typical example. Currently, Section 701.1 states that dwelling units shall be capable of maintaining a room temperature of 70 degrees Fahrenheit. The proposed revision amends that standard to 68 degrees Fahrenheit, a change that simply brings this requirement in line with the International Building Code. More significant than these clarifying changes, the proposed amendments modify Chapter 16, which principally governs the legislative body's hearing of protests.

Currently, UHC, Chapter 16, mandates that the legislative body, in this case the City Council, pass judgment upon the building official's, and, by extension, the Building and Fire Code Board of Appeal's, determinations, as well as the "correctness of the charge" for those costs incurred by the City in abating the substandard conditions. The proposed amendments make no changes to Chapter 12, Appeal, which govern an individual's right to appeal the building official's decision to the Board of Building and Fire, and specifically adds language, Section 1501.3 – Procurement, to the UHC requiring staff to follow the City's procurement manual when hiring outside contractors for demolition or repair. As the two principal objectives of the legislative hearing set forth in Chapter 16, to pass upon the report of the building official and to satisfy itself with the correctness of the charge, are already substantially covered by the UHC and the proposed amendments, the need for such a burdensome additional hearing is all but negated.

### Key Considerations:

City Council has expressed a desire to see the City take proactive steps in remediating substandard properties. By adopting these amendments, City staff will be able to devote more of their time and energy to that task, and less to the time-consuming and cumbersome administrative tasks currently imposed by the UHC.

**Community Involvement:**

Involve

The proposed ordinance and staff summary will be posted in accordance with law, and interested persons are invited to comment at the City Council meetings at which the ordinance will be under consideration. The Board of Building and Fire has reviewed the attached ordinance and is in favor of the proposed amendments.

**Attachments:** Ord. 2014-08  
Comparison Chart  
Chapter 16 UHC

**ORDINANCE NO. 2014-08**

**AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING TITLE 4,  
BUILDING REGULATIONS, BY ADDING A NEW CHAPTER 4-10, UNIFORM  
HOUSING CODE, EDITION 1997**

**RECITALS:**

WHEREAS, the Uniform Housing Code, Edition 1997 (the "Uniform Housing Code"), was adopted by the Flagstaff City Council on July 2, 2013 as one of the suite of codes comprising the "2012 International Family of Codes"; and

WHEREAS, the purpose of the Uniform Housing Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential buildings within this City; and

WHEREAS, in order to provide a more equitable and practicable method, cumulative with and in addition to any of the other remedies provided in the Flagstaff Municipal Code, or otherwise available at law, whereby buildings which, from any cause, endanger the life or limb, health, property and public welfare are required to be repaired, vacated or demolished, it is necessary to amend certain provisions of the Uniform Housing Code.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS  
FOLLOWS:**

SECTION 1. That Title 4, Building Regulations, is hereby amended by adding the following chapter:

**CHAPTER 4-10 UNIFORM HOUSING CODE, EDITION 1997**

Sections:

4-10-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

**4-10-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS**

The following provisions shall have the effect of either amending, adding to, or deleting from the Uniform Housing Code, Edition 1997, adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

**CHAPTER 2**

**Sec. 203** Add a new Sec. 203.3 to read:

**203.3 Board.** The housing advisory and appeals board described in this code shall be the Building and Fire Code Board of Appeals established in Chapter 2-02 of the Flagstaff Municipal Code.

**Sec. 205** Add a new Sec. 205 to read:

### **CONSTRUCTION AND APPLICATION OF CODE**

(1) **Code and Additional Remedy.** Neither this code nor any application thereof shall be deemed to lessen or repeal any power of this jurisdiction to abate nuisances or to collect amounts expended to pay the costs and expenses thereof. This code is intended as an additional remedy for the abatement of nuisances to that of injunction or otherwise; and precludes neither the use of any existing statutory or common law remedies nor the application of any penalty provisions for violation of this code.

(2) **Inclusion of Legal Representative.** Every reference in this code to a person individually or to a class or status declared by Section 1101(c) to be entitled to service of Notice and Order, shall mean and include such person's legal guardian, conservator, attorney in fact, receiver, trustee, executor, administrator, or other such representative.

### **CHAPTER 3**

**Sec. 302** is deleted and a new Sec. 302 is added to read:

#### **Sec. 302 – FEES**

When a building permit is required by Section 301 of this code, the appropriate fees shall be paid as specified in Section 108 of the Building Code.

**Sec. 303** is deleted and a new Sec. 303 is added to read:

#### **Sec. 303 – INSPECTION**

Buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Section 108 and 1704 of the Building Code.

**Sec. 304** a new Sec. 304 is added to read:

#### **Sec. 304 – OTHER APPROVALS REQUIRED**

The provisions of this Chapter shall in no way affect any other type of approval required by any other ordinance or statute of the City, State, or any political subdivision of the State, or of the United States, but shall be construed as an added requirement.

### **CHAPTER 4**

**Sec. 401** the definitions of “Building Code” and “Mechanical Code” are deleted and new definitions are added that read:

**BUILDING CODE** is the *International Building Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.



**MECHANICAL CODE** is the *International Mechanical Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

## CHAPTER 5

**Sec. 501** is deleted and a new Sec. 501 is added to read:

### **Sec. 501 – LOCATION ON PROPERTY**

All buildings shall be located with respect to property lines and to other buildings on the same property as required by Section 503.1.2 and Chapter 6 of the Building Code and the Zoning Code of this jurisdiction.

**Sec. 503.1** is deleted and a new Sec. 503.1 is added to read:

**Sec. 503.1 Ceiling Heights.** Ceiling heights shall comply with the currently adopted Building Code.

**Sec. 503.2** Delete the sentence at the end of the first paragraph that reads: "Where more than two persons occupy a room for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet (4.65 m²) for each occupant in excess of two."

**Sec. 503.3** is deleted and a new Sec. 503.3 is added to read:

**503.3 Width.** No habitable room other than a kitchen shall be less than 7 feet (2134 mm) in any dimension.

Each water closet stool shall be located in a clear space not less than 30 inches (762 mm) in width and a clear space in front of the water closet stool of not less than 21 inches (533 mm) shall be provided.

**Sec. 504.2** is deleted and a new Sec. 504.2 is added to read:

**504.2 Light.** Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with an area not less than eight percent (8%) of the floor area of such rooms.

**Sec. 504.3** Delete the first sentence of Sec. 504.3 and add a new first sentence to read: "Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural ventilation by means of openable exterior opening with an area not less than four percent (4%) of the area ventilated."

**Sec. 505.5** is deleted and a new Sec. 505.5 is added to read:

**Sec. 505.5 Water Closet Compartments.** Walls and floors of water closet compartments, except in dwellings, shall be finished in accordance with Section 1210 of the Building Code.

## CHAPTER 6

**Sec. 601.3** Add the following sentence: "All wood showing evidence of termite damage or decay, where structural or functional integrity is impaired, shall be replaced."

**CHAPTER 7**

**Sec. 701.1** is deleted and a new Sec. 701.1 is added to read:

**701.1 Heating.** Dwelling units shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms and toilet rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with the Mechanical Code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

**CHAPTER 9**

Chapter 9 is deleted in its entirety.

**CHAPTER 11**

**Sec. 1103** is deleted and a new Sec. 1103 is added to read:

**Sec. 1103 – REPAIR, VACATION AND DEMOLITION**

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation, or demolition of any dangerous building or structure:

1. Any building declared a substandard or dangerous building under this ordinance either shall be repaired in accordance with the current building code or shall be demolished at the option of the building owner.
2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or its occupants, it shall be ordered to be vacated.
3. The determination of whether the building is a dangerous building shall be made without regard to temporary security measures to prevent access to the building.

If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or occupants, it shall be ordered to be vacated. Notwithstanding the provisions of Section 1104, if the building official determines that the immediate danger must be forthwith corrected or eliminated, he may without further notice correct the conditions or remove the hazard or do both, and notice that such action is being or was done, together with a statement of the reasons for such emergency action, shall be sent to the persons described in Section 1101.3.

**CHAPTER 13**

**Sec. 1306** a new Sec. 1306 is added to read:

**Sec. 1306 – COURT REVIEW OF BOARD DECISION**

A decision of the board, made at a duly scheduled and publicly noticed meeting, unless otherwise stated by the board in the body of said decision, shall be final. No further appeal is available to City boards, courts, or officials. Persons aggrieved by final decisions of the board must file their appeals in Coconino County Superior Court.

**Chapter 15**

**Sec. 1501.2** is deleted and a new Sec 1501.2 is added to read:

**1501.2 Costs.** The costs of such work plus ten percent (10%) of paid cost for administrative overhead thereof shall be paid from the repair and demolition fund, and shall be made a special assessment against the property involved.

**Sect. 1501.3** a new Sec. 1501.3 is added to read:

**1501.3 Procurement.** In employing any assistance or services reasonably necessary to carry out the provisions of this code, including services necessary for repair or demolition, the building official shall follow applicable provisions of the City of Flagstaff's procurement manual.

**CHAPTER 16** Chapter 16 is deleted, and a new Chapter 16 is added to read:

**CHAPTER 16****RECOVERY OF COST OF REPAIR OR DEMOLITION**

The building official shall keep an itemized account of the costs and expenses incurred by this jurisdiction in the repair or demolition of any building, structure, or building service equipment done pursuant to the provisions of Section 1103 or Sections 1401.3.3 and 1501.1 of this Code. Upon the completion of the work of repair or demolition, the building official shall send the bill therefore to the persons whose rights and duties were concluded by the findings, decisions, and orders of the building official or board; and all such persons shall be jointly and severally liable for said costs and expenses. The building official shall prepare and file with the board a report specifying the work done, the itemized and total cost and expense of the work, a description of the real property upon which the building, structure, or equipment is or was located, and the names and addresses of those liable for payment; and shall make the costs and expenses a lien on all real and personal property within any county in the State of Arizona in which any person liable for payment may have a legal, equitable, or security interest. Such lien shall be effective from and after the date it is recorded in the Office of the Coconino County Recorder. Commencing thirty (30) days after recording, the amount thereof shall accrue interest thereon at the rate of ten per cent (10%) per annum, or fraction thereof, until fully paid to this jurisdiction as established by the City's Management Service Director.

**SECTION 2.** That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording, spelling, and punctuation, as necessary; and that the City Clerk be authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with Flagstaff City Code.

**PASSED AND ADOPTED** by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2014.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

1997 Uniform Housing Code	Proposed Amendments
<b>Section 203.3.</b> There is no Section 203.3.	<b>(New) Sec. 203.3 Board.</b> The housing advisory and appeals board described in this code shall be the Building and Fire Code Board of Appeals established in Chapter 2-02 of the Flagstaff Municipal Code.
<b>Section 205.</b> There is no Section 205 in the Code.	<b>(New) SECTION 205 - CONSTRUCTION AND APPLICATION OF CODE</b> <b>(1) Code and Additional Remedy.</b> Neither this code nor any application thereof shall be deemed to lessen or repeal any power of this jurisdiction to abate nuisances or to collect amounts expended to pay the costs and expenses thereof. This code is intended as an additional remedy for the abatement of nuisances to that of injunction or otherwise; and precludes neither the use of any existing statutory or common law remedies nor the application of any penalty provisions for violation of this code.  <b>(2) Inclusion of Legal Representative.</b> Every reference in this code to a person individually or to a class or status declared by Section 1101(c) to be entitled to service of Notice and Order, shall mean and include such person's legal guardian, conservator, attorney in fact, receiver, trustee, executor, administrator, or other such representative.
<b>Sec. 302 – FEES</b> When a building permit is required by Section 301 of this code, the appropriate fees shall be paid as specified in Section <b>107</b> of the Building Code.	<b>Sec. 302 – FEES</b> When a building permit is required by Section 301 of this code, the appropriate fees shall be paid as specified in Section <b>108</b> of the Building Code.
<b>Sec. 303 – INSPECTION.</b> Buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Section 108 and <b>1701</b> of the Building Code.	<b>303 – INSPECTION.</b> Buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Section 108 and <b>1704</b> of the Building Code
<b>Section 304 –</b> There is no Section 304.	<b>(New) Sec. 304 – OTHER APPROVALS REQUIRED</b> <b>The provisions of this Chapter shall in no way affect any other type of approval required by any other ordinance or statute of the City, State, or any political subdivision of the State, or of the United States, but shall be construed as an added requirement.</b>
<b>Sec. 401 – DEFINITIONS</b> <b>BUILDING CODE</b> is the <b>Uniform</b> <i>Building Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction. <b>MECHANICAL CODE</b> is the <b>Uniform</b> <i>Mechanical Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.	<b>Sec. 401</b> the definitions of “Building Code” and “Mechanical Code” are deleted and new definitions are added that read: <b>BUILDING CODE</b> is the <b>International</b> <i>Building Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction. <b>MECHANICAL CODE</b> is the <b>International</b> <i>Mechanical Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

<p><b>Sec. 501 – LOCATION ON PROPERTY</b> All buildings shall be located with respect to property lines and to other buildings on the same property as required by Section <b>503</b> and Chapter 6 of the Building Code.</p>	<p><b>Sec. 501 – LOCATION ON PROPERTY</b> All buildings shall be located with respect to property lines and to other buildings on the same property as required by Section <b>503.1.2</b> and Chapter 6 of the Building Code <b>and the Zoning Code of this jurisdiction.</b></p>
<p><b>503.1 Ceiling Heights.</b> Habitable space shall have a ceiling height of not less than <b>7'6"</b> except as otherwise permitted in this section. Kitchens, halls, <b>bathrooms and toilet compartments</b> may have a ceiling height of not less than <b>7'</b> measured to the lowest projection from the ceiling. Where exposed beam ceiling members are spaced at less than 48" on center, ceiling height shall be measured to the bottom of these members. Where exposed beam ceiling members are spaced at 48" or more on center, ceiling height shall be measured to the bottom of the to the bottom of the deck supported by these members, provided that the bottom of the members is not less than 7' above the floor.</p> <p><b>If any room in a building has a sloping ceiling, the prescribed ceiling height for the room is required in only one-half of the area thereof. No portion of the room measuring 5' from the finished floor to the finished ceiling shall be included in any computation of the minimum area thereof.</b></p> <p>If any room has a furred ceiling, the prescribed ceiling height is required in 2/3 the area thereof, but in no case shall the height of the furred ceiling be less than 7'</p>	<p><b>IRC Section R305 Minimum height.</b> Refer to currently adopted International Residential Code and International Building Code for minimum ceiling heights. <b>What current code requires:</b> Habitable space, hallways, bathrooms, toilet rooms, laundry rooms and portions of basements containing these spaces shall have a ceiling height of not less than <b>7'</b>.</p> <p><b>Exceptions: 1) For rooms with sloped ceilings, at least 50% of the required floor area of the room must have a ceiling height of at least 7' and no portion of the required floor area may have a ceiling height of less than 5'; 2) Bathrooms</b> shall have a minimum ceiling height of <b>6'8"</b> at the center of the front clearance area for fixtures. The ceiling height above the fixtures shall be such that the fixture is capable of being used for its intended purpose. A shower or tub equipped with a shower head shall have a minimum ceiling height of 6'8" above a minimum area 30" by 30" at the shower head.</p> <p><b>R305.1.1 Basements.</b> Portions of basements that do not contain habitable space, hallways, bathrooms and laundry rooms shall have a ceiling height of no less than 6'8".</p> <p><b>Exception:</b> Beams girders, ducts or other obstructions may project to within 6'4" of the finished floor.)</p>
<p><b>Sec. 503.2 Floor Area.</b> Dwelling units and congregate residences shall have at least one room that shall have not less than 120 sq. ft. of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 sq. ft. <b>Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 sq. ft. for each occupant in excess of two.</b></p>	<p><b>Sec. 503.2 Floor Area.</b> Dwelling units and congregate residences shall have at least one room that shall have not less than 120 sq. ft. of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 sq. ft.</p>
<p><b>503.3 Width.</b> No habitable room other than a kitchen shall be less than 7 feet (2134 mm) in any dimension.</p> <p>Each water closet stool shall be located in a clear space not less than 30 inches (762 mm) in width and a clear space in front of the water closet stool of not less than <b>24</b> inches (533 mm) shall be provided.</p>	<p><b>503.3 Width.</b> No habitable room other than a kitchen shall be less than 7 feet (2134 mm) in any dimension.</p> <p>Each water closet stool shall be located in a clear space not less than 30 inches (762 mm) in width and a clear space in front of the water closet stool of not less than <b>21</b> inches (533 mm) shall be provided.</p>
<p><b>Sec.504.2 Light.</b> Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with an area not less than <b>1/10 of</b> the floor area of such rooms <b>with a minimum 10 sq. ft.</b></p>	<p><b>504.2 Light.</b> Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with an area not less than <b>eight percent (8%)</b> of the floor area of such rooms.</p>

<p><b>Sec. 504.3</b> Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural ventilation by means of openable exterior openings with an area not less than <b>1/20 of the floor area of such rooms with a minimum 5 sq. ft.</b></p>	<p><b>Sec. 504.3</b> Delete the first sentence of Sec. 504.3 and add a new first sentence to read: "Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural ventilation by means of openable exterior opening with an area not less than <b>four percent (4%) of the area ventilated.</b>"</p>
<p><b>Sec. 505.5 Water Closet Compartments.</b> Walls and floors of water closet compartments, except in dwellings, shall be finished in accordance with Section <b>807</b> of the Building Code.</p>	<p><b>Sec. 505.5 Water Closet Compartments.</b> Walls and floors of water closet compartments, except in dwellings, shall be finished in accordance with Section <b>1210</b> of the Building Code.</p>
<p><b>Sec. 601.3</b> Add the following sentence: "All wood <b>shall be protected against termite damage and decay as provided in the Building Code.</b></p>	<p><b>Sec. 601.3</b> Add the following sentence: "All wood <b>showing evidence of termite damage or decay, where structural or functional integrity is impaired, shall be replaced.</b>"</p>
<p><b>701.1 Heating.</b> Dwelling units guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of <b>70° F at a point 3' above the floor</b> in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with <b>Section 3102 of the Building Code</b>, the Mechanical Code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.</p>	<p><b>1701.1 Heating.</b> Dwelling units shall be provided with heating facilities capable of maintaining a room temperature of <b>68 degrees Fahrenheit</b> in all habitable rooms, <b>bathrooms and toilet rooms</b>. Such facilities shall be installed and maintained in a safe condition and in accordance with the Mechanical Code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.</p>
<p><b>CHAPTER 9 FIRE PROTECTION</b> All buildings or portions thereof shall be provided with the degree of fire-resistive construction as required by the Building Code for the appropriate occupancy , type of construction and location on property, and shall be provided with the appropriate fire-extinguishing systems or equipment required by Chapter 9 of the Building Code.</p>	<p><b>CHAPTER 9</b> - deleted in its entirety.</p> <p>The City does not require sprinkler systems in single family dwellings. Apartment buildings and legal duplexes will already be built with the fire separation required between units.</p>
<p><b>Sec. 1103 – REPAIR, VACATION AND DEMOLITION</b> The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation, or demolition of any dangerous building or structure:</p> <ol style="list-style-type: none"> <li>1. Any building declared a substandard building under this code shall be made to comply with one of the following; <ol style="list-style-type: none"> <li>1.1. The building shall be repaired in accordance with the current Building Code or other current code applicable to the type of substandard conditions requiring repair.</li> <li>1.2 The building shall be demolished at the option of the building owner.</li> <li>1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public, it may be vacated, secured and</li> </ol> </li> </ol>	<p><b>Sec. 1103 – REPAIR, VACATION AND DEMOLITION</b> The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation, or demolition of any dangerous building or structure:</p> <ol style="list-style-type: none"> <li>1. Any building declared a substandard or dangerous building under this ordinance either shall be repaired in accordance with the current building code or shall be demolished at the option of the building owner.</li> <li>2. If the building or structure is in such condition as to make it substandard or dangerous to the life, limb, property, or safety of the public or its occupants, it shall be ordered to be vacated.</li> <li>3. The determination of whether the building is a substandard or dangerous building shall be made without regard to temporary security measures to prevent access to the building.</li> </ol>

<p>maintained against entry.</p> <p>2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or of the occupants, it shall be ordered to be vacated.</p>	<p>If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or occupants, it shall be ordered to be vacated. <b>Notwithstanding the provisions of Section 1104, if the building official determines that the immediate danger must be forthwith corrected or eliminated, he may without further notice correct the conditions or remove the hazard or do both, and notice that such action is being or was done, together with a statement of the reasons for such emergency action, shall be sent to the persons described in Section 1101.3.</b></p>
<p><b>Section 1306</b> There is no Section 1306 in the Uniform Housing Code.</p>	<p><b>(New) Sec. 1306 – COURT REVIEW OF BOARD DECISION</b>  <b>A decision of the board, made at a duly scheduled and publicly noticed meeting, unless otherwise stated by the board in the body of said decision, shall be final. No further appeal is available to City boards, courts, or officials. Persons aggrieved by final decisions of the board must file their appeals in Coconino County Superior Court.</b></p>
<p><b>Section 1501.2 Costs.</b> The costs of such work shall be paid from the repair and demolition fund, <b>and may</b> be made a special assessment against the property involved, <b>or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.</b></p> <p><b>Section 1501.3 Procurement.</b> There is no Section 1501.3</p>	<p><b>1501.2 Costs.</b> The costs of such work <b>plus ten percent (10%) of paid cost for administrative overhead thereof</b> shall be paid from the repair and demolition fund, and shall be made a special assessment against the property involved.</p> <p><b>Sect. 1501.3</b> a new Sec. 1501.3 is added to read:</p> <p><b>1501.3 Procurement.</b> In employing any assistance or services reasonably necessary to carry out the provisions of this code, including services necessary for repair or demolition, the building official shall follow applicable provisions of the City of Flagstaff's procurement manual.</p>
<p style="text-align: center;"><b>Chapter 16</b>  <b>RECOVERY OF COST OF REPAIR OR DEMOLITION</b></p> <p>(See attached Chapter 16 from Uniform Housing Code)</p>	<p style="text-align: center;"><b>Chapter 16</b>  <b>RECOVERY OF COST OF REPAIR OR DEMOLITION</b></p> <p><b>The building official shall keep an itemized account of the costs and expenses incurred by this jurisdiction in the repair or demolition of any building, structure, or building service equipment done pursuant to the provisions of Section 1103 or Sections 1401.3.3 and 1501.1 of this Code. Upon the completion of the work of repair or demolition, the building official shall send the bill therefore to the persons whose rights and duties were concluded by the findings, decisions, and orders of the building official or board; and all such persons shall be jointly and severally liable for said costs and expenses. The building official shall prepare and file with the board a report specifying the work done, the itemized and total cost and expense of the work, a description of the real property upon which the building, structure, or equipment is or was located, and the names and addresses of those</b></p>



	<p>liable for payment; and shall make the costs and expenses a lien on all real and personal property within any county in the State of Arizona in which any person liable for payment may have a legal, equitable, or security interest. Such lien shall be effective from and after the date it is recorded in the Office of the Coconino County Recorder. Commencing thirty (30) days after recording, the amount thereof shall accrue interest thereon at the rate of ten per cent (10%) per annum, or fraction thereof, until fully paid to this jurisdiction as established by the City's Management Service Director.</p>
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## Chapter 16

### RECOVERY OF COST OF REPAIR OR DEMOLITION

#### SECTION 1601 — ACCOUNT OF EXPENSE, FILING OF REPORT

The building official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 1401.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said building official shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 1101.3.

#### SECTION 1602 — NOTICE OF HEARING

Upon receipt of said report, the clerk of this jurisdiction shall present it to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report, and any protests or objections thereto. The clerk of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in the city, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the building official's report, together with any objections or protests that may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

#### SECTION 1603 — PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk of this jurisdiction at any time prior to the time set for the hearing on the report of the building official. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The clerk of this jurisdiction shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

#### SECTION 1604 — HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the building official together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just, and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified), together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

#### SECTION 1605 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

**1605.1 General.** The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

**1605.2 Personal Obligation.** If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney of this jurisdiction to collect the same on behalf of the jurisdiction by use of all appropriate legal remedies.

**1605.3 Special Assessment.** If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

#### SECTION 1606 — CONTEST

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

#### SECTION 1607 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST

The legislative body of this jurisdiction, at its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

#### SECTION 1608 — LIEN OF ASSESSMENT

**1608.1 Priority.** Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and municipal taxes, with which it shall have parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

**1608.2 Interest.** All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

#### SECTION 1609 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL

After confirmation of the report, certified copies of the assessment shall be given to the assessor of this jurisdiction and the tax collec-