

A M E N D E D

DRAFT AGENDA

**REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 3, 2015**

**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 BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

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

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

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).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

None

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.

None

10. ROUTINE ITEMS

- A. Consideration and Approval of Contract: State Lobbying Services (**Approve agreement with Triadvocates, LLC in the amount of \$45,000 annually, plus expenses**).**

RECOMMENDED ACTION:

Approve the Contract with the Triadvocates, LLC to provide state lobbying services for the City of Flagstaff for an annual fee of \$45,000 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

- B. Consideration and Approval of Contract: Federal Lobbying Services (**Approve agreement with Nexxus Consulting, LLC in the amount of \$82,606 annually, plus expenses**).**

RECOMMENDED ACTION:

Approve the Contract with Nexxus Consulting, LLC to provide federal lobbying services for the City of Flagstaff for an annual fee of \$82,606 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

- C. Consideration of Meeting Cancellation: November 24, 2015, Work Session due to Thanksgiving holiday.**

- D. Presentation of City Manager Excellence Awards.**

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

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

11. ROLL CALL

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

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

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

- A. Public Hearing:** Utilities Rate Study - Discussion regarding Consultant and Possible Alterations to Path Forward.

RECOMMENDED ACTION:

Continue Public Hearing - **Council vote on the** ~~Give staff direction on~~ three proposed options on how to move forward.

15. REGULAR AGENDA

- A. Discussion/Direction on 2016 Legislative Priorities and Communication and Engagement Strategies**

- B. Discussion and Direction of Council Travel Policy and Use of Travel Funds**

RECOMMENDED ACTION:

Provide information to the Council for discussion and staff direction regarding the council travel policy and use of travel funds.

16. DISCUSSION ITEMS

None

17. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

- A. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future Work Session agenda review of the Sustainability Commission and Task Force's Plan regarding Plastic Bags.
- B. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future agenda discussion and possible action regarding the City joining the lawsuit and/or filing an amicas brief re plastic bags.

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 _____, 2015.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Co-Submitter: Rick Compau, Purchasing Director
Date: 10/13/2015
Meeting Date: 11/03/2015



TITLE:

Consideration and Approval of Contract: State Lobbying Services (*Approve agreement with Triadvocates, LLC in the amount of \$45,000 annually, plus expenses*).

RECOMMENDED ACTION:

Approve the Contract with the Triadvocates, LLC to provide state lobbying services for the City of Flagstaff for an annual fee of \$45,000 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

Executive Summary:

The City contracts state lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City's contract lobbyists are in constant communication with staff. Each year the City Council adopts priorities to provide necessary direction to staff and contract lobbyist. The contracted lobbyist is responsible for ongoing communication throughout the session as well as seeking direction regarding important bills, amendments and developments. Approval of this agreement will authorize a total monthly fee in the amount of \$3,750 plus applicable expenses, at cost, for state lobbying services provided by Triadvocates, LLC during the initial contract term of three (3) years, with the option for two (2) annual extensions upon mutual agreement from both parties.

Financial Impact:

Funding for state lobbying services is included in the adopted budget in account 001-09-402-1310-1-4206 Non-departmental. The current budget for state lobbying services is \$44,908. If the recommended action is approved, the City would make up the \$92 difference within the City's Non-departmental budget.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Explore and adopt policies to lower the costs associated with housing to the end user
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
- 6) Relieve traffic congestion throughout Flagstaff

- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Foster relationships and maintain economic development commitment to partners
- 10) Decrease the number of working poor
- 11) Ensure that we are as prepared as possible for extreme weather events

REGIONAL PLAN:

Historically, many of the Council's adopted legislative priorities support some of the Regional Plan's goals and policies. Through advocacy, the City's contracted lobbyists help the deliver City services effectively and efficiently.

Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

Previous Council decision on a contract for state lobbying service occurred in October 2010.

Options and Alternatives:

- 1) Approve the contract for state lobbying services with Triadvocates, LLC, as recommended.
- 2) Recommend a contract for state lobbying services with another proposer.
- 3) Discontinue the use of any professional lobbying services.

Background/History:

The City of Flagstaff's Intergovernmental Relations Program coordinates the City's dealings with the federal, state, tribal and other local governments, and seeks to foster constructive links between the City and these entities. The program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests.

The program keeps the Mayor and Council informed about intergovernmental issues and assists in representing the City's interests in these matters. The City of Flagstaff's Intergovernmental Program is part of the City Manager's Office and serves all City departments, the Flagstaff City Council and the Mayor.

The City contracts lobbying services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City adopts state and federal legislative priorities to establish City positions on issues, policies and projects of legislative interest. The City Manager's Office coordinates with the City's contract lobbyists, League staff, and City staff to review proposed legislation and informs legislators, legislative staff and the governor's office, federal agencies and stakeholders regarding those impacts. The City's interests are also represented through the League of Arizona Cities and Towns. Advocacy is also supported by Council adoption of guiding principles and partnerships. Historically, the City's guiding principles are typically maintaining and protecting shared revenues, preserving local control and supporting adopted Council goals.

The Mayor and City Council approve a state agenda on an annual basis, which defines the City's legislative priorities and guides the City's lobbying activities. The City's contract lobbyists are in constant communication with staff. Together, the lobbyists and staff brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and project developments.

The City's Purchasing Section conducted a Request for Proposals (RFP) and advertised the RFP on

June 28, 2015. We received a total of five (5) responses, with two (2) of the proposers responding with a proposal for state lobbying services only, one (1) proposer responding with a proposal for federal lobbying services only, and two (2) proposers responding with proposals for both state and federal. The evaluation committee was comprised of five (5) evaluators, with one (1) of the evaluators being an evaluator outside the City organization. Once the evaluation and scoring was completed for state lobbying services and the scores were aggregated into a matrix, the evaluation committee scored Triadvocates, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Triadvocates, LLC as number 1.

Key Considerations:

City Purchasing staff utilized a comprehensive Request for Proposals (RFP) process that provided for the options to award one (1) contract to one (1) lobbying firm to provide both federal and state lobbying services or the option to award two (2) separate contracts, where one (1) lobbying firm would provide federal lobbying services and another firm would provide state lobbying services.

The RFP was updated significantly in summer 2015 to reflect current needs of the City as well as to accurately reflect the scope of services. The RFP allowed for the evaluation of the following: experience and qualifications of the firm, project personnel assigned to the project, presented approach, proposed fee and meaningful knowledge of City of Flagstaff issues. This RFP allows for a fixed fee for the initial term of three (3) years, with the option to extend for two (2) additional one (1) year terms by mutual agreement by both parties.

A total of four (4) proposals were received for state lobbying services and were evaluated and scored by a committee of five (5) members, including representation from outside the City organization. With regard to state lobbying services, the evaluation committee scored Triadvocates, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Triadvocates, LLC as number 1.

The City is currently in contract with Triadvocates, LLC for state lobbying services. The outcome of the competitive solicitation process reaffirms that the City is in contract with the most advantageous firm for this important service.

Community Benefits and Considerations:

Community benefits of contracted lobbying services may include additional or enhanced funding resources as well as policy actions that may enhance essential services or quality of life for Flagstaff residents, businesses, public agencies and visitors.

Community Involvement:

State lobbying services are included in the City budget and information on this service and other contract services are presented during the annual budget hearings. In addition, the City involved representation from outside the organization on the evaluation committee. Through the evaluation committee process, the recommendation incorporates consultation from City staff and community stakeholders.

Attachments: Service Contract
 State Scoring Matrix

**CONTRACT FOR
STATE LOBBYING SERVICES**

Contract No. 2016-01

This Contract is entered into this _____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Triadvocates, LLC ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

SERVICES

Scope of Work: Contractor shall provide the professional services generally described as follows:

State Lobbying Services

and as more specifically described in the scope of work attached hereto as **Exhibit A**.

Schedule of Services: Contractor shall perform all work pursuant to the schedule set forth in Exhibit A.

Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as **Exhibit B** are hereby incorporated in this Contract by reference. Contractor hereby warrants that it has read and agrees to the same.

Key Personnel: Contractor's Key Personnel and contact information are designated on page 3 of this Contract. Other key personnel shall be provide on request. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel.

Subcontractors: Contractor's subcontractors for this Contract (if applicable) are listed in Exhibit A.

Grants Provisions: The Grants Provisions (if applicable) are attached hereto as Exhibit D and are hereby incorporated by reference in their entirety.

CITY RESPONSIBILITIES

City Representative: The City Representatives are: Josh Copley, City Manager, Jerene Watson, Deputy City Manager or Barb Goodrich, Deputy City Manager. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and consistent with the Schedule of Services. The term of this Contract is for an initial three (3) year term.

Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

Compensation: Contractor shall be paid for all satisfactory performance of the work, in accordance with the Price Schedule attached hereto as Exhibit D. Except as expressly otherwise provided for and itemized in the Price Schedule, payment to Contractor shall be in full compensation for all of Contractor's work, and Contractor will not be entitled to reimbursement for any additional expenses, direct or indirect costs.

Price Adjustment: If price adjustments are permitted (see Exhibit D), any price adjustment must be approved by the City in writing, pursuant to a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion City's work product for the benefit of Contractor or any third parties without City's prior written consent.

Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City

copies of all City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

Insurance: Contractor shall meet insurance requirements of the City, set forth in **Exhibit C.**

MISCELLANEOUS

Notice. Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Josh Copley, City Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
jcopley@flagstaffaz.gov

With a copy to:

Barb Goodrich, Deputy City manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
bgoodrich@flagstaffaz.gov

To Contractor:

Richard Travis
Triadvocates, LLC
2 North Central Avenue, Suite 1150
Phoenix, Arizona 85004
info@triadvocates.com

With a copy to:

John Kelly
Triadvocates, LLC
2 North Central Avenue, Suite 1150
Phoenix, Arizona 85004
info@triadvocates.com

Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Exhibit A

CITY OF FLAGSTAFF SCOPE of WORK

State Lobbying Services

- Demonstrate knowledge of City's interests and issues.
- Work with City Manager, Mayor, Council members and staff to develop an annual state program outlining the City's priorities and interest areas to be pursued with the state legislative and executive branches.
- Provide City with educational background information relevant to City's priority interests.
- Review proposed and introduced state legislation, executive proposals, administrative rules and regulations. Advise City of any such items that are relevant to City's state program, the City's interests and/or policies.
- Review, identify and monitor state legislative, executive and regulatory policy changes.
- Develop and recommend strategies for advocating the City's position on priority issues with state legislators, officials and staff.
- Monitor state budget and appropriations process and identify and advise City of opportunities regarding the state budget and appropriations process.
- Develop white papers, briefing materials, talking points, appropriations and grant requests
- Draft and present testimony when requested.
- Attend relevant legislative committee and agency hearings.
- Act as City's liaison with members of State Legislature, their staff, agency and executive officials.
- Conduct 1:1 meetings with Mayor and Councilmembers (phone or in person) at least twice a year.
- Provide regular and timely information and updates to City Manager.
- Submit written weekly updates to City during the Legislative Session and conduct a post-Session recap for Council at a public meeting.
- Facilitate and schedule meetings for Mayor, Council members and City officials with Legislature Members, legislative staff, state officials, state agency staff and tribal staff. Prepare briefing materials and conduct briefings with City officials in preparation of these meetings.
- Meet with Flagstaff's representatives and senator to provide information and advocate City's priorities (legislative and appropriations).
- Demonstrate awareness of priority issues of areas surrounding the City and knowledge of and ability to work with potential coalitions/lobbyists in advocating the City's priorities.

- Make presentations to Mayor/Council/City Manager in Flagstaff as requested (generally, two times a year).
- Draft proposed legislation and/or amendment language as necessary; obtain sponsors for bill introduction or amendment language.

Exhibit B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

NOTICE TO PROCEED: Contractor shall not commence performance until after City has issued a Notice to Proceed.

LICENSES AND PERMITS: Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

NON-EXCLUSIVE: The City's proposed form of contract is exclusive and is included as part of this procurement process for your review. The final form of contract will be conformed to match this Solicitation prior to Contract award.

SAMPLES: Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

PURCHASE ORDERS: The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

QUALITY: Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

ACCEPTANCE: All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

MANUFACTURER'S WARRANTIES: Contractor shall deliver all Manufacturers' Warranties to City upon City's acceptance of the materials.

PACKING AND SHIPPING: Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D.

shipments will not be accepted.

TITLE AND RISK OF LOSS: The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

LIENS: All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

CHANGES IN ORDERS: The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

INVOICES: A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

CONTROL: Contractor shall be responsible for the control of the work.

WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work.

QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If

Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification provision shall survive termination or expiration of the Contract.

CONTRACT CHANGES

PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

COMPLETE AGREEMENT: The Contract is intended by the parties as a complete and final expression of their agreement.

AMENDMENTS: This Contract may be amended by written

SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

SUBCONTRACTING: Unless expressly prohibited in the Contract, Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract. Contractor is responsible for contract performance whether or not subcontractors are used.

NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require all its personnel to abstain from use or possession of illegal drugs while engaged in performance of this Contract.

IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor 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 Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

CITY REMEDIES: In the event of Contractor’s default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

CONTRACTOR REMEDIES: In the event of City’s default, Contractor may pursue all remedies available at law, except as provided for herein.

SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials

and/or services received and accepted by City before the effective date of termination.

TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor only for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.

THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

Exhibit C

CITY OF FLAGSTAFF INSURANCE REQUIREMENTS

Insurance Representations and Requirements

1. Contractor agrees to comply with all applicable City Ordinances and state and federal laws and regulations.
2. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, the minimum insurance required by this Contract with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Contract at City's option.
3. **No Representation of Coverage Adequacy:** By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
4. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
5. **Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
6. **Use of Subcontractors:** Contractor shall not use subcontractors to perform work under this Contract, unless specifically authorized by the City.
7. **Evidence of Insurance:** Prior to commencing any work or services under this Contract, Contractor shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or

obligations of this Contract. If any of the cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

8. **Required Coverage:**

8.1 **Professional Liability:** Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

8.2 **Vehicle Liability:** Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

Workers' Compensation Insurance: Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

8.3 **Additional Insurance Requirements:**

City, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: a) Business Automobile Liability.

Contractor's insurance shall be primary insurance as respects performance of this Contract.

All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this contract.

Exhibit D

**CITY OF FLAGSTAFF
PRICE SCHEDULE**

Annual contract fee: **\$45,000** per annum to provide state lobbying services for a monthly retainer. Reimbursable expenses to be paid by the City at cost to include mileage and meal expenses incurred by Triadvocates, LLC related to City business.

**CITY OF FLAGSTAFF
PURCHASING DIVISION
LOBBYING SERVICES (Federal & State)**

SCORING TABULATION--STATE LOBBYING SERVICES

| Evaluation Criterion #1-- (25 %) Experience and Qualifications of Firm | | | | | | |
|---|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
| Evaluator #1 | 75 | 100 | 75 | 75 | No-Response | |
| Evaluator #2 | 100 | 100 | 125 | 125 | No-Response | |
| Evaluator #3 | 63 | 125 | 125 | 125 | No-Response | |
| Evaluator #4 | 100 | 100 | 75 | 75 | No-Response | |
| Evaluator #5 | 85 | 125 | 100 | 125 | No-Response | |
| Subtotal: | 423 | 550 | 500 | 525 | 0 | |
| Criteria Ranking: | 4 | 1 | 3 | 2 | | |

| Evaluation Criterion #2-- (25 %) Project Personnel Assigned to This Project | | | | | | |
|--|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
| Evaluator #1 | 75 | 88 | 75 | 50 | No-Response | |
| Evaluator #2 | 75 | 125 | 100 | 125 | No-Response | |
| Evaluator #3 | 50 | 125 | 113 | 100 | No-Response | |
| Evaluator #4 | 50 | 125 | 75 | 125 | No-Response | |
| Evaluator #5 | 75 | 125 | 75 | 125 | No-Response | |
| Subtotal: | 325 | 588 | 438 | 525 | 0 | |
| Criteria Ranking: | 4 | 1 | 3 | 2 | | |

| Evaluation Criterion #3-- (25 %) Presented Approach | | | | | | |
|--|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
| Evaluator #1 | 75 | 100 | 75 | 75 | No-Response | |
| Evaluator #2 | 100 | 125 | 75 | 100 | No-Response | |
| Evaluator #3 | 125 | 113 | 100 | 88 | No-Response | |
| Evaluator #4 | 50 | 100 | 125 | 75 | No-Response | |
| Evaluator #5 | 80 | 115 | 105 | 100 | No-Response | |
| Subtotal: | 430 | 553 | 480 | 438 | 0 | |
| Criteria Ranking: | 4 | 1 | 2 | 3 | | |

Evaluation Criterion #4-- (10%) Proposed Fee

| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
|--------------------------|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| <i>Evaluator #1</i> | 50 | 40 | 40 | 20 | No-Response | |
| <i>Evaluator #2</i> | 20 | 30 | 40 | 40 | No-Response | |
| <i>Evaluator #3</i> | 50 | 30 | 35 | 40 | No-Response | |
| <i>Evaluator #4</i> | 50 | 40 | 40 | 30 | No-Response | |
| <i>Evaluator #5</i> | 50 | 30 | 40 | 20 | No-Response | |
| Subtotal: | 220 | 170 | 195 | 150 | 0 | |
| Criteria Ranking: | 1 | 3 | 2 | 4 | | |

Evaluation Criterion #5-- (15%) Meaningful Knowledge of City of Flagstaff Issues

| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
|--------------------------|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| <i>Evaluator #1</i> | 15 | 75 | 60 | 30 | No-Response | |
| <i>Evaluator #2</i> | 30 | 75 | 75 | 60 | No-Response | |
| <i>Evaluator #3</i> | 23 | 75 | 38 | 45 | No-Response | |
| <i>Evaluator #4</i> | 0 | 75 | 75 | 30 | No-Response | |
| <i>Evaluator #5</i> | 25 | 75 | 50 | 60 | No-Response | |
| Subtotal: | 93 | 375 | 298 | 225 | 0 | |
| Criteria Ranking: | 4 | 1 | 2 | 3 | | |

| | | | | | | |
|--------------------------|-------------|-------------|-------------|-------------|----------|--|
| TOTAL SCORE: | 1491 | 2236 | 1911 | 1863 | 0 | |
| Criteria Ranking: | 4 | 1 | 2 | 3 | | |

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Co-Submitter: Rick Compau, Purchasing Director
Date: 10/13/2015
Meeting Date: 11/03/2015



TITLE:

Consideration and Approval of Contract: Federal Lobbying Services (*Approve agreement with Nexxus Consulting, LLC in the amount of \$82,606 annually, plus expenses*).

RECOMMENDED ACTION:

Approve the Contract with Nexxus Consulting, LLC to provide federal lobbying services for the City of Flagstaff for an annual fee of \$82,606 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

Executive Summary:

The City contracts federal lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City's contract lobbyists are in constant communication with staff. Each year the City Council adopts priorities to provide necessary direction to staff and contract lobbyist. In addition the contracted lobbyist is responsible for ongoing communication throughout the year as well as seeking direction regarding important bills, amendments and project developments. Approval of this agreement will authorize a total monthly fee in the amount of \$6,883.83 plus applicable expenses, at cost, for federal lobbying services provided by Nexxus Consulting, LLC during the initial contract term of three (3) years, with the option for two (2) annual extensions upon mutual written agreement from both parties.

Financial Impact:

Funding for federal lobbying services is included in the adopted budget in account 001-09-402-1310-1-4206
Non-departmental. The current budget for federal lobbying services is \$82,606.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Explore and adopt policies to lower the costs associated with housing to the end user
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
- 6) Relieve traffic congestion throughout Flagstaff

- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Foster relationships and maintain economic development commitment to partners
- 10) Decrease the number of working poor
- 11) Ensure that we are as prepared as possible for extreme weather events

REGIONAL PLAN:

Historically, many of the Council's adopted legislative priorities support some of the Regional Plan's goals and policies. Through advocacy, the City's contracted lobbyists help the deliver City services effectively and efficiently.

Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics .

Has There Been Previous Council Decision on This:

Previous Council decision on a contract for federal lobbying services occurred in October 2010.

Options and Alternatives:

- 1) Approve the contract for federal lobbying services with Nexus Consulting, LLC, as recommended.
- 2) Recommend a contract for federal lobbying services with another proposer.
- 3) Discontinue the use of any professional lobbying services.

Background/History:

The City of Flagstaff's Intergovernmental Relations Program coordinates the City's dealings with the federal, state, tribal and other local governments, and seeks to foster constructive links between the City and these entities. The program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests.

The program keeps the Mayor and Council informed about intergovernmental issues and assists in representing the City's interests in these matters. The City of Flagstaff's Intergovernmental Program is part of the City Manager's Office and serves all City departments, the Flagstaff City Council and the Mayor.

The City contracts lobbying services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City adopts state and federal legislative priorities to establish City positions on issues, policies and projects of legislative interest. The City Manager's Office coordinates with the City's contract lobbyists, League staff, and City staff to review proposed legislation and informs legislators, legislative staff and the governor's office, federal agencies and stakeholders regarding those impacts. The City's interests are also represented through the League of Arizona Cities and Towns. Advocacy is also supported by Council adoption of guiding principles and partnerships. Historically, the City's guiding principles are typically maintaining and protecting shared revenues, preserving local control and supporting adopted Council goals.

The Mayor and City Council approve a federal agenda on an annual basis, which defines the City's legislative priorities and guides the City's lobbying activities. The City's contract lobbyists are in constant communication with staff. Together, the lobbyists and staff brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and project developments.

The City's Purchasing Section conducted a Request for Proposals (RFP) and advertised the RFP on June 28, 2015. We received a total of five (5) responses, with two (2) of the proposers responding with a

proposal for state lobbying services only, one (1) proposer responding with a proposal for federal lobbying services only, and two (2) proposers responding with proposals for both state and federal. The evaluation committee was comprised of five (5) evaluators, with one (1) of the evaluators being an evaluator outside the City organization. Once the evaluation and scoring was completed for federal lobbying services and the scores were aggregated into a matrix, the evaluation committee scored Nexxus Consulting, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Nexxus Consulting LLC as number 1.

Key Considerations:

City Purchasing staff utilized a comprehensive Request for Proposals (RFP) process that provided for the options to award one (1) contract to one (1) lobbying firm to provide both federal and state lobbying services or the option to award two (2) separate contracts, where one (1) lobbying firm would provide federal lobbying services and another firm would provide state lobbying services.

The RFP was updated significantly in summer 2015 to reflect current needs of the City as well as to accurately reflect the scope of services. The RFP allowed for the evaluation of the following: experience and qualifications of the firm, project personnel assigned to the project, presented approach, proposed fee and meaningful knowledge of City of Flagstaff issues. This RFP allows for a fixed fee for the initial term of three (3) years, with the option to extend for two (2) additional one (1) year terms by mutual agreement by both parties.

A total of three (3) proposals were received for federal lobbying services and were evaluated and scored by a committee of five (5) members, including representation from outside the City organization. The evaluation committee scored Nexxus Consulting, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Nexxus Consulting, LLC as number 1.

The City is currently in contract with Nexxus Consulting, LLC for federal lobbying services. The outcome of the competitive solicitation process reaffirms that the City is in contract with the most advantageous firm for this important service.

Community Benefits and Considerations:

Community benefits of contracted lobbying services may include additional or enhanced funding resources as well as policy actions that may enhance essential services or quality of life for Flagstaff residents, businesses, public agencies and visitors.

Community Involvement:

Federal lobbying services are included in the City budget and information on this service and other contract services are presented during the annual budget hearings. In addition, the City involved representation from outside the organization on the evaluation committee. Through the evaluation committee process, the recommendation incorporates consultation from City staff and community stakeholders.

Attachments: Service Contract
 Federal Scoring Matrix

**CONTRACT FOR
FEDERAL LOBBYING SERVICES**

Contract No. 2016-01

This Contract is entered into this _____ day of _____, 20____ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Nexus Consulting, LLC ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

SERVICES

Scope of Work: Contractor shall provide the professional services generally described as follows:

Federal Lobbying Services

and as more specifically described in the scope of work attached hereto as **Exhibit A.**

Schedule of Services: Contractor shall perform all work pursuant to the schedule set forth in Exhibit A.

Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as **Exhibit B** are hereby incorporated in this Contract by reference. Contractor hereby warrants that it has read and agrees to the same.

Key Personnel: Contractor's Key Personnel and contact information are designated on page 3 of this Contract. Other key personnel shall be provided on request. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel.

Subcontractors: Contractor's subcontractors for this Contract (if applicable) are listed in Exhibit A.

Grants Provisions: The Grants Provisions (if applicable) are attached hereto as Exhibit D and are hereby incorporated by reference in their entirety.

CITY RESPONSIBILITIES

City Representative: The City Representatives are: Josh Copley, City Manager, Jerene Watson, Deputy City Manager or Barb Goodrich, Deputy City Manager. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and consistent with the Schedule of Services. The term of this Contract is for an initial three (3) year term.

Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

Compensation: Contractor shall be paid for all satisfactory performance of the work, in accordance with the Price Schedule attached hereto as Exhibit D. Except as expressly otherwise provided for and itemized in the Price Schedule, payment to Contractor shall be in full compensation for all of Contractor's work, and Contractor will not be entitled to reimbursement for any additional expenses, direct or indirect costs.

Price Adjustment: If price adjustments are permitted (see Exhibit D), any price adjustment must be approved by the City in writing, pursuant to a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion City's work product for the benefit of Contractor or any third parties without City's prior written consent.

Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City

copies of all City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

Insurance: Contractor shall meet insurance requirements of the City, set forth in **Exhibit C.**

MISCELLANEOUS

Notice. Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Josh Copley, City Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
jcopley@flagstaffaz.gov

To Contractor:

Bob Holmes, Principal
Nexus Consulting, LLC
499 S. Capitol Street, SW, #600
Washington D.C., 20003
bholmes@nexusconsulting.com

With a copy to:

Barb Goodrich, Deputy City manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
bgoodrich@flagstaffaz.gov

With a copy to:

Brian Martyn, Partner
Nexus Consulting, LLC
499 S. Capitol Street, SW, #600
Washington D.C., 20003
bmartyn@nexusconsulting.com

Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Exhibit A

CITY OF FLAGSTAFF SCOPE of WORK

Federal Lobbying Services

- Demonstrate knowledge of City's interests and issues.
- Work with City Manager, Mayor, Council members and staff to develop an annual federal program outlining the City's priorities and interest areas to be pursued with the federal legislative and executive branches.
- Provide City with educational background information relevant to City's priority interests.
- Review proposed and introduced federal legislation, executive proposals, administrative rules, and regulations. Advise City of any such items that are relevant to City's Federal program, the City's interests and/or policies.
- Review, identify and monitor federal legislative, executive and regulatory policy changes.
- Develop and recommend strategies for advocating the City's position on priority issues with federal legislators, officials and staff.
- Monitor federal budget and appropriations process and identify and advise City of opportunities regarding the federal budget and appropriations process.
- Develop white papers, briefing materials, talking points, appropriations and grant requests.
- Draft and present testimony when requested.
- Attend relevant congressional committee and agency hearings.
- Act as City's liaison with members of Congress, their staff, agency and executive officials.
- Provide regular and timely information and updates to City Manager.
- Submit written monthly update reports to City Manager.
- Conduct 1:1 meetings with Mayor and Council members (phone or in person) at least twice a year.
- Facilitate and schedule meetings for Mayor, Council members and City officials with Congressional Members, congressional staff, federal officials, federal agency staff and tribal staff. Prepare briefing materials and conduct briefings with City officials in preparation of these meetings.
- Meet with Arizona Congressional Members to provide information and advocate City's priorities (legislative and appropriations).
- Demonstrate awareness of priority issues of areas surrounding the City and knowledge of and ability to work with potential coalitions/lobbyists in advocating the City's priorities.
- Make presentations to Mayor/Council/City Manager in Flagstaff as requested (generally, twice a year).

Exhibit B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

NOTICE TO PROCEED: Contractor shall not commence performance until after City has issued a Notice to Proceed.

LICENSES AND PERMITS: Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

NON-EXCLUSIVE: The City's proposed form of contract is exclusive and is included as part of this procurement process for your review. The final form of contract will be conformed to match this Solicitation prior to Contract award.

SAMPLES: Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

PURCHASE ORDERS: The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

QUALITY: Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

ACCEPTANCE: All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

MANUFACTURER'S WARRANTIES: Contractor shall deliver all Manufacturers' Warranties to City upon City's acceptance of the materials.

PACKING AND SHIPPING: Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West

Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

TITLE AND RISK OF LOSS: The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

LIENS: All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

CHANGES IN ORDERS: The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

INVOICES: A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any

other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

CONTROL: Contractor shall be responsible for the control of the work.

WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work.

QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not

fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification provision shall survive termination or expiration of the Contract.

CONTRACT CHANGES

PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

COMPLETE AGREEMENT: The Contract is intended by the parties as a complete and final expression of their agreement.

AMENDMENTS: This Contract may be amended by written

SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

SUBCONTRACTING: Unless expressly prohibited in the Contract, Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract. Contractor is responsible for contract performance whether or not subcontractors are used.

NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require all its personnel to abstain from use or possession of illegal drugs while engaged in performance of this Contract.

IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor 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 Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

CITY REMEDIES: In the event of Contractor’s default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

CONTRACTOR REMEDIES: In the event of City’s default, Contractor may pursue all remedies available at law, except as provided for herein.

SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials

and/or services received and accepted by City before the effective date of termination.

TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor only for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.

THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

Exhibit C

CITY OF FLAGSTAFF INSURANCE REQUIREMENTS

Insurance Representations and Requirements

1. Contractor agrees to comply with all applicable City Ordinances and state and federal laws and regulations.
2. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, the minimum insurance required by this Contract with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Contract at City's option.
3. **No Representation of Coverage Adequacy:** By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
4. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
5. **Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
6. **Use of Subcontractors:** Contractor shall not use subcontractors to perform work under this Contract, unless specifically authorized by the City.
7. **Evidence of Insurance:** Prior to commencing any work or services under this Contract, Contractor shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or

obligations of this Contract. If any of the cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

8. **Required Coverage:**

8.1 **Professional Liability:** Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

8.2 **Vehicle Liability:** Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

Workers' Compensation Insurance: Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

8.3 **Additional Insurance Requirements:**

City, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: a) Business Automobile Liability.

Contractor's insurance shall be primary insurance as respects performance of this Contract.

All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this contract.

Exhibit D

**CITY OF FLAGSTAFF
PRICE SCHEDULE**

Annual contract fee: **\$82,606** per annum to provide federal lobbying services. Reimbursable expenses would include travel to Flagstaff, any flights, hotels, rental cars, reimbursable miles (at the federal rate) and meal expenses that are directly related to City business incurred by Nexus Consulting, LLC.

**CITY OF FLAGSTAFF
PURCHASING DIVISION
LOBBYING SERVICES (Federal & State)**

SCORING TABULATION--FEDERAL LOBBYING SERVICES

| Evaluation Criterion #1-- (25 %) Experience and Qualifications of Firm | | | | | | |
|---|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
| <i>Evaluator #1</i> | 75 | No-Response | 125 | No-Response | 75 | |
| <i>Evaluator #2</i> | 100 | No-Response | 125 | No-Response | 125 | |
| <i>Evaluator #3</i> | 125 | No-Response | 125 | No-Response | 100 | |
| <i>Evaluator #4</i> | 125 | No-Response | 100 | No-Response | 75 | |
| <i>Evaluator #5</i> | 100 | No-Response | 125 | No-Response | 75 | |
| Subtotal: | 525 | 0 | 600 | 0 | 450 | |
| Criteria Ranking: | 2 | | 1 | | 3 | |

| Evaluation Criterion #2-- (25 %) Project Personnel Assigned to This Project | | | | | | |
|--|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
| <i>Evaluator #1</i> | 75 | No-Response | 125 | No-Response | 75 | |
| <i>Evaluator #2</i> | 75 | No-Response | 125 | No-Response | 100 | |
| <i>Evaluator #3</i> | 113 | No-Response | 125 | No-Response | 88 | |
| <i>Evaluator #4</i> | 100 | No-Response | 125 | No-Response | 75 | |
| <i>Evaluator #5</i> | 75 | No-Response | 125 | No-Response | 75 | |
| Subtotal: | 438 | 0 | 625 | 0 | 413 | |
| Criteria Ranking: | 2 | | 1 | | 3 | |

| Evaluation Criterion #3-- (25 %) Presented Approach | | | | | | |
|--|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
| <i>Evaluator #1</i> | 75 | No-Response | 100 | No-Response | 75 | |
| <i>Evaluator #2</i> | 100 | No-Response | 125 | No-Response | 75 | |
| <i>Evaluator #3</i> | 94 | No-Response | 88 | No-Response | 100 | |
| <i>Evaluator #4</i> | 125 | No-Response | 125 | No-Response | 50 | |
| <i>Evaluator #5</i> | 93 | No-Response | 105 | No-Response | 75 | |
| Subtotal: | 487 | 0 | 543 | 0 | 375 | |
| Criteria Ranking: | 2 | | 1 | | 3 | |

Evaluation Criterion #4-- (10%) Proposed Fee

| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
|--------------------------|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| <i>Evaluator #1</i> | 50 | No-Response | 20 | No-Response | 20 | |
| <i>Evaluator #2</i> | 20 | No-Response | 40 | No-Response | 20 | |
| <i>Evaluator #3</i> | 50 | No-Response | 25 | No-Response | 40 | |
| <i>Evaluator #4</i> | 50 | No-Response | 20 | No-Response | 40 | |
| <i>Evaluator #5</i> | 50 | No-Response | 30 | No-Response | 40 | |
| Subtotal: | 220 | 0 | 135 | 0 | 160 | |
| Criteria Ranking: | 1 | | 3 | | 2 | |

Evaluation Criterion #5-- (15%) Meaningful Knowledge of City of Flagstaff Issues

| | FOX ROTHCHILD | TRIADVOCATES | NEXXUS CONSULTING | AZ. CAPITAL CONNECTIONS | RULON & WHITE | |
|--------------------------|----------------------|---------------------|--------------------------|--------------------------------|--------------------------|--|
| <i>Evaluator #1</i> | 15 | No-Response | 60 | No-Response | 30 | |
| <i>Evaluator #2</i> | 30 | No-Response | 75 | No-Response | 15 | |
| <i>Evaluator #3</i> | 38 | No-Response | 75 | No-Response | 38 | |
| <i>Evaluator #4</i> | 30 | No-Response | 60 | No-Response | 0 | |
| <i>Evaluator #5</i> | 25 | No-Response | 75 | No-Response | 15 | |
| Subtotal: | 138 | 0 | 345 | 0 | 98 | |
| Criteria Ranking: | 2 | | 1 | | 3 | |

| | | | | | | |
|-----------------------------|-------------|----------|-------------|----------|-------------|--|
| TOTAL SCORE: | 1808 | 0 | 2248 | 0 | 1496 | |
| al Criteria Ranking: | 2 | | 1 | | 3 | |

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brad Hill, Utilities Director
Date: 10/22/2015
Meeting Date: 11/03/2015



TITLE:

Public Hearing: Utilities Rate Study - Discussion regarding Consultant and Possible Alterations to Path Forward.

RECOMMENDED ACTION:

Continue Public Hearing - **Council vote on the** ~~Give staff direction on~~ three proposed options on how to move forward.

Executive Summary:

This is a continuation of the Public Hearing first opened on October 6, 2015. In response to questions and comments from Council and the Public relative to the Utilities Rate Study, Staff has decided to seek Council direction regarding three options on how to move forward. The three options are outlined here. Option-1: Stay the present course; Option-2: Slow down the process; Option-3: Pause and withdraw from the current process. The details and pros v. cons of each option are discussed below.

Lastly, Council's questions from the October 13, 2015 meeting are listed below. Answers are in the attachments.

1. Reclaimed Water Data Validation.
2. Revise water table that separates out the energy surcharge AND contains the percentage increases.
3. Provide a table that defines reclaimed water revenue by Customer Class.
4. How many times has the City subsidized the reclaimed water system with potable water?
5. What is the current reclaimed water subsidy?
6. What is the breakdown of the budget for the Water Conservation Program?
7. Examples of Conservation Rebates.
8. How many Conservation Rebates are on the Utilities waiting list?

Financial Impact:

The Willdan Financial Services contract was originally awarded at \$114,380. An additional \$35,000 was authorized to provide additional rate scenarios and public hearing dates for a total contract value of \$149,380. A total of \$127,180 has been spent to date.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 2) Ensure Flagstaff has a long-term water supply for current and future needs.
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
- 7) Address key issues and processes related to the implementation of the Regional Plan.

REGIONAL PLAN:

The Flagstaff Regional Plan 2030 supports the update and adjustment to City utility rates with the following goals: Policies are only included where needed to clarify a goal. Goal WR.2 Manage a coordinated system of water, wastewater and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources. Goal WR.4 logically enhance and extend the City's public water, wastewater and reclaimed water utility services including their treatment, distribution and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services. Goal E.1 increase energy efficiency. E1.4 promote cost effective energy efficient terminologies and design. Goal U.7 Provide for public services and infrastructure. Goal LU.8 balance future growth with available water resources. Goal CD.1 Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure. Goal PF.2 Provide sustainable and equitable public facilities services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Previous Council Decision on This:

The City Council adopted a Resolution of Intent to modify water, wastewater, reclaimed water and stormwater rates at the August 25, 2015 meeting. Additionally, Council opened a Public Hearing on October 6th and continued the hearing on October 13, 2015.

Options and Alternatives:

Option 1: Stay the present course

- a. Retain Willdan Financial Services (Willdan) to complete the Rate Study and develop their Final Report
- b. Continue with Willdan's presentation on Capacity Fees at the November 3, 2015 meeting
- c. Wrap up and close the Public Hearing
- d. Council to provide direction then staff will draft an Ordinance for consideration
- e. Proceed to 1st read of an Ordinance adjusting utility rates

Pros - Keeps the process of considering adjustments to any utility rates on the established timeline. Maintains adequate funding of each utility fund for their operations, maintenance and replacement.

Cons - General concerns with the process and consultant.

Option 2: Slow down the process

- a. Retain Willdan Financial Services (Willdan) to complete the Rate Study and develop their Final Report
- b. Separate out the Reclaimed Water portion of the Rate Study and meet with Council in a future Work Session to receive further direction
- c. Continue moving forward with Water, Wastewater, Stormwater and Capacity fees
- d. Continue with Willdan's presentation on Capacity Fees at the November 3, 2015 meeting
- e. Wrap up and close the Public Hearing
- e. Council to provide direction then staff will draft an Ordinance for consideration
- f. Proceed to 1st read of an Ordinance adjusting utility rates

Pros - slows the process down allowing Council and the public more time to provide input and direction

to staff on what to include in a draft Ordinance on any adjustment to rates.
Cons - delays implementation of any adjustment to some or all of the rates

Option 3: Pause and withdraw from process

- a. Stop all work with Willdan Financial Services
- b. Staff to provide a presentation on the Water Conservation Program at a future Work Session
- c. Come back to Council sometime next year in a Work Session to seek input/direction regarding policy issues to be addressed in a new rate study
- d. Delay implementation of any new utility rates until sometime after January 2017

Pros - Allows Council and the public more time to provide input and direction to staff on what policy issues to address in a new rate study

Cons - Staff will need to identify what capital projects will be deferred

Community Involvement:

Inform

Consult

Involve

Collaborate

Empower

Attachments: Willdan Answers
 Staff Answers



October 16, 2015

Mr. Brad Hill
Utilities Director
City of Flagstaff
211 West Aspen Ave.
Flagstaff, AZ 86001

RE: Responses to Council Questions at Our Oct 13th Presentation

Mr. Hill:

During our October 13th presentation, Willdan Financial Services (“Willdan”) was asked to address several concerns of various City Councilmembers. We have endeavored to address those concerns in the responses below. Please note that we have paraphrased the questions posed by the various Councilmembers below and have listed them in no particular order.

Question 1:

Can you elaborate on the inability to validate the reclaimed water billing data?

Response to Question 1:

Through the normal course of a rate study we validate billing data in order to design alternative rate structures. This is a key foundational step in the analysis necessary to develop rates. While we were successful with the validation of the water and sewer billing databases to within less than a 1% variance, we were not able to successfully validate the reclaimed water billing data – though we attempted several times. It is important to note that we were able to validate the total reclaimed dataset to within approximately 5% of our target. However, for rate making purposes we must be able to validate within approximately 1-2% in order to offer substantive rate design alternatives. Without validation within this confidence interval, any rates that are developed and implemented using this data are likely to be inaccurate, resulting in either under- or over-collection of revenue when customers are billed.

The inability to validate billing data happens occasionally and, when it does, it is normal policy to apply overall rate increases uniformly to the rates and charges of the subject rate study, which we did for the reclaimed water rate options presented in the Final Draft Report and to the Council. This approach allows the utility to generate sufficient revenue to satisfy the updated revenue requirement developed as part of this study. Since this approach was consistent with that of the previous rate study conducted by Willdan, which resulted in the City's approval of the existing reclaimed water rate structure, we believed this issue was communicated and settled well before the report was issued.

However, as noted during the discussion at the Council meeting, it is apparent that the level of agreement and understanding of this question was not as uniform as we assumed. City staff has noted that they weren't clear on this question. In this regard, the requirement to sufficiently communicate falls on Willdan and, in hindsight, we should have raised the issue with more urgency than we did and initiated a more detailed discussion with the City. This miscommunication triggered misunderstanding as to the basis for the reclaimed water rates presented, and doubt about the validity of the study, which we certainly regret.

It is worth noting that we were within approximately 5% of our overall target which, while not sufficient for rate-making purposes (for the reason described previously), is not in itself indicative of any particular problem with the billing of reclaimed water customers.

Since this came to light in our October 13th presentation to Council, we have worked with City staff to further investigate the cause of our inability to reconcile the reclaimed water billing data to the revenue that was actually billed/collected for reclaimed water. With the help of City staff, we can now state that we have been able to successfully validate the reclaimed water billing data to within acceptable tolerances and could, should the Council request, offer alternative reclaimed water rate designs for future consideration.

Question 2:

Can you provide a water rate schedule which shows the percent change for each water rate in each year of the forecast period?

Response to Question 2:

Rate schedules for each water rate scenario are presented below.

Per Council request, we have separated the energy surcharge from the % change calculation presented in the water rate tables below.

Please note that the true calculation of the increase in the volumetric rate for each customer class/and or usage tier should include the addition of the energy surcharge, which is applicable to all usage.

Rates for Rate Options 1A, 1B, 1C

| Water | | Rate Options 1A, 1B, 1C | | | | | | | | | | |
|--------------------------------------|----------|-------------------------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|--|
| Water Rate Structure - Fixed Charges | | | | | | | | | | | | |
| Monthly Fixed Charge - Inside City | | | | | | | | | | | | |
| Meter Size | FY 15 | | FY 16 | | FY 17 | | FY 18 | | FY 19 | | FY 20 | |
| | | | | | | | | | | | | |
| | | | % Change from Prior | | % Change from Prior | | % Change from Prior | | % Change from Prior | | % Change from Prior | |
| 0.75 | \$ 13.42 | \$ 13.83 | 3.1% | \$ 14.25 | 3.0% | \$ 14.68 | 3.0% | \$ 15.13 | 3.0% | \$ 15.59 | 3.0% | |
| 1 | 15.80 | 16.28 | 3.0% | 16.77 | 3.0% | 17.28 | 3.0% | 17.80 | 3.0% | 18.34 | 3.0% | |
| 1.5 | 21.75 | 22.41 | 3.0% | 23.09 | 3.0% | 23.79 | 3.0% | 24.51 | 3.0% | 25.25 | 3.0% | |
| 2 | 28.90 | 29.77 | 3.0% | 30.67 | 3.0% | 31.60 | 3.0% | 32.55 | 3.0% | 33.53 | 3.0% | |
| 3 | 45.57 | 46.94 | 3.0% | 48.35 | 3.0% | 49.81 | 3.0% | 51.31 | 3.0% | 52.85 | 3.0% | |
| 4 | 69.38 | 71.47 | 3.0% | 73.62 | 3.0% | 75.83 | 3.0% | 78.11 | 3.0% | 80.46 | 3.0% | |
| 6 | 128.91 | 132.78 | 3.0% | 136.77 | 3.0% | 140.88 | 3.0% | 145.11 | 3.0% | 149.47 | 3.0% | |
| 8 | 200.34 | 206.36 | 3.0% | 212.56 | 3.0% | 218.94 | 3.0% | 225.51 | 3.0% | 232.28 | 3.0% | |
| 10 | 283.68 | 292.20 | 3.0% | 300.97 | 3.0% | 310.00 | 3.0% | 319.30 | 3.0% | 328.88 | 3.0% | |

*Outside City rates 1.10x higher
 **Slight percentage differences in rates above from year to year may occur due to rounding.

| Water | | Rate Option 1A | | | | | | | | | | | |
|---|-----------------------|----------------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|
| Water Rate Structure - Flow Charges | | | | | | | | | | | | | |
| Flow Charge per 1,000 Gallons - Inside City | | | | | | | | | | | | | |
| Customer Class | Tier Range | FY 15 | | FY 16 | | FY 17 | | FY 18 | | FY 19 | | FY 20 | |
| | | | | | | | | | | | | | |
| | | | % Change from Prior | | % Change from Prior | | % Change from Prior | | % Change from Prior | | % Change from Prior | | % Change from Prior |
| Single Family Residential | 0 - 3,700 Gal/Mo | \$ 2.77 | 5.4% | \$ 2.92 | 4.7% | \$ 3.03 | 3.8% | \$ 3.14 | 3.6% | \$ 3.25 | 3.5% | \$ 3.36 | 3.4% |
| | 3,701 - 6,400 Gal/Mo | 3.59 | 4.7% | 3.76 | 4.2% | 3.90 | 3.7% | 4.04 | 3.6% | 4.17 | 3.2% | 4.31 | 3.4% |
| | 6,401 - 11,700 Gal/Mo | 5.53 | 4.2% | 5.76 | 3.6% | 5.96 | 3.5% | 6.16 | 3.4% | 6.36 | 3.2% | 6.56 | 3.1% |
| | 11,701 and above | 11.06 | 3.6% | 11.46 | 3.6% | 11.83 | 3.2% | 12.21 | 3.2% | 12.59 | 3.1% | 12.98 | 3.1% |
| Multi-Family Residential | All Usage | 3.56 | 4.8% | 3.73 | 4.8% | 3.86 | 3.5% | 4.00 | 3.6% | 4.13 | 3.3% | 4.27 | 3.4% |
| Commercial | All Usage | 3.78 | 4.8% | 3.96 | 4.9% | 4.10 | 3.5% | 4.25 | 3.7% | 4.39 | 3.3% | 4.54 | 3.4% |
| Northern Arizona University | All Usage | 3.47 | 4.9% | 3.64 | 4.9% | 3.77 | 3.6% | 3.91 | 3.7% | 4.04 | 3.3% | 4.18 | 3.5% |
| Lawn Meters | All Usage | 3.78 | 4.8% | 3.96 | 4.8% | 4.10 | 3.5% | 4.25 | 3.7% | 4.39 | 3.3% | 4.54 | 3.4% |
| Manufacturing | All Usage | 3.73 | 4.8% | 3.91 | 4.8% | 4.05 | 3.6% | 4.19 | 3.5% | 4.33 | 3.3% | 4.47 | 3.2% |
| Standpipes | All Usage | 5.78 | 4.2% | 6.02 | 4.2% | 6.22 | 3.3% | 6.43 | 3.4% | 6.64 | 3.3% | 6.85 | 3.2% |

Rates above EXCLUDE
 Projected Energy Charge per 1,000 Gal - Applicable to All Flow (Subject to Change Based on Future Energy Costs)
 \$ 0.96 \$ 0.93 \$ 0.94 \$ 0.95 \$ 0.97 \$ 0.99
 *Outside City rates 1.10x higher
 **Slight percentage differences in rates above from year to year may occur due to rounding.

| Water Rate Option 1B | | | | | | | | | | | | |
|--|-----------------------|---------|---------|--------------------------|---------|--------------------------|---------|--------------------------|---------|--------------------------|---------|--------------------------|
| Water Rate Structure - Flow Charges | | | | | | | | | | | | |
| Flow Charge per 1,000 Gallons - Inside City | | | | | | | | | | | | |
| Customer Class | Tier Range | FY 15 | FY 16 | % Change from Prior Year | FY 17 | % Change from Prior Year | FY 18 | % Change from Prior Year | FY 19 | % Change from Prior Year | FY 20 | % Change from Prior Year |
| Single Family Residential | 0 - 4,000 Gal/Mo | \$ 2.77 | \$2.95 | 6.5% | \$3.06 | 3.7% | \$3.17 | 3.6% | \$3.28 | 3.5% | \$3.39 | 3.4% |
| | 4,001 - 7,000 Gal/Mo | 3.59 | 3.80 | 5.8% | 3.94 | 3.7% | 4.08 | 3.6% | 4.22 | 3.4% | 4.36 | 3.3% |
| | 7,001 - 12,000 Gal/Mo | 5.53 | 5.82 | 5.2% | 6.02 | 3.4% | 6.22 | 3.3% | 6.42 | 3.2% | 6.63 | 3.3% |
| | 12,001 and above | 11.06 | 11.57 | 4.6% | 11.94 | 3.2% | 12.32 | 3.2% | 12.70 | 3.1% | 13.10 | 3.1% |
| Multi-Family Residential | All Usage | 3.56 | 3.71 | 4.2% | 3.85 | 3.8% | 3.99 | 3.6% | 4.12 | 3.3% | 4.26 | 3.4% |
| Commercial | All Usage | 3.78 | 3.93 | 4.0% | 4.07 | 3.6% | 4.22 | 3.7% | 4.36 | 3.3% | 4.50 | 3.2% |
| Northern Arizona University | All Usage | 3.47 | 3.59 | 3.5% | 3.72 | 3.6% | 3.85 | 3.5% | 3.98 | 3.4% | 4.11 | 3.3% |
| Lawn Meters | All Usage | 3.78 | 3.92 | 3.7% | 4.06 | 3.6% | 4.20 | 3.4% | 4.34 | 3.3% | 4.48 | 3.2% |
| Manufacturing | All Usage | 3.73 | 3.86 | 3.5% | 4.00 | 3.6% | 4.14 | 3.5% | 4.28 | 3.4% | 4.42 | 3.3% |
| Standpipes | All Usage | 5.78 | 6.05 | 4.7% | 6.26 | 3.5% | 6.47 | 3.4% | 6.68 | 3.2% | 6.89 | 3.1% |
| Rates above EXCLUDE | | | | | | | | | | | | |
| Projected Energy Charge per 1,000 Gal - Applicable to All Flow (Subject to Change Based on Future Energy Costs) | | | | | | | | | | | | |
| | | \$ 0.96 | \$ 0.93 | | \$ 0.94 | | \$ 0.95 | | \$ 0.97 | | \$ 0.99 | |
| *Outside City rates 1.10x higher | | | | | | | | | | | | |
| **Slight percentage differences in rates above from year to year may occur due to rounding. | | | | | | | | | | | | |

| Water Rate Option 1C | | | | | | | | | | | | |
|--|--------------------------------|---------|---------|--------------------------|---------|--------------------------|---------|--------------------------|---------|--------------------------|---------|--------------------------|
| Water Rate Structure - Flow Charges | | | | | | | | | | | | |
| Flow Charge per 1,000 Gallons - Inside City | | | | | | | | | | | | |
| Customer Class | Tier Range | FY 15 | FY 16 | % Change from Prior Year | FY 17 | % Change from Prior Year | FY 18 | % Change from Prior Year | FY 19 | % Change from Prior Year | FY 20 | % Change from Prior Year |
| Single Family Residential | 0 - 3,700 Gal/Mo | \$ 2.77 | \$ 2.92 | 5.4% | \$ 3.03 | 3.8% | \$ 3.14 | 3.6% | \$ 3.25 | 3.5% | \$ 3.36 | 3.4% |
| | 3,701 - 6,400 Gal/Mo | 3.59 | 3.76 | 4.7% | 3.90 | 3.7% | 4.04 | 3.6% | 4.17 | 3.2% | 4.31 | 3.4% |
| | 6,401 - 11,700 Gal/Mo | 5.53 | 5.76 | 4.2% | 5.96 | 3.5% | 6.16 | 3.4% | 6.36 | 3.2% | 6.56 | 3.1% |
| | 11,701 and above | 11.06 | 11.46 | 3.6% | 11.83 | 3.2% | 12.21 | 3.2% | 12.59 | 3.1% | 12.98 | 3.1% |
| Multi-Family Residential | All Usage | 3.56 | 3.73 | 4.8% | 3.86 | 3.5% | 4.00 | 3.6% | 4.13 | 3.3% | 4.27 | 3.4% |
| Commercial | Tier 1** | 3.78 | 1.10 | -70.9% | 1.14 | 3.7% | 1.18 | 3.5% | 1.22 | 3.4% | 1.26 | 3.3% |
| | Tier 2** | 3.78 | 1.55 | -59.1% | 1.60 | 3.5% | 1.65 | 3.1% | 1.70 | 3.0% | 1.76 | 3.5% |
| | Tier 3** | 3.78 | 2.60 | -31.2% | 2.68 | 3.0% | 2.77 | 3.4% | 2.86 | 3.2% | 2.95 | 3.1% |
| | Tier 4** | 3.78 | 5.61 | 48.4% | 5.78 | 3.0% | 5.96 | 3.1% | 6.14 | 3.0% | 6.33 | 3.1% |
| Northern Arizona University | Tier 1** | 3.47 | 0.66 | -80.9% | 0.69 | 4.2% | 0.72 | 4.3% | 0.75 | 4.2% | 0.78 | 4.0% |
| | Tier 2** | 3.47 | 1.01 | -70.8% | 1.05 | 3.8% | 1.09 | 3.8% | 1.13 | 3.7% | 1.17 | 3.5% |
| | Tier 3** | 3.47 | 1.84 | -47.0% | 1.90 | 3.3% | 1.96 | 3.2% | 2.02 | 3.1% | 2.09 | 3.5% |
| | Tier 4** | 3.47 | 4.20 | 21.0% | 4.33 | 3.1% | 4.46 | 3.0% | 4.60 | 3.1% | 4.74 | 3.0% |
| Lawn Meters | Tier 1** | 3.78 | 0.91 | -75.9% | 0.94 | 3.3% | 0.97 | 3.2% | 1.00 | 3.1% | 1.03 | 3.0% |
| | Tier 2** | 3.78 | 1.31 | -65.2% | 1.36 | 3.5% | 1.41 | 3.7% | 1.46 | 3.5% | 1.51 | 3.4% |
| | Tier 3** | 3.78 | 2.27 | -39.9% | 2.34 | 3.0% | 2.42 | 3.4% | 2.50 | 3.3% | 2.58 | 3.2% |
| | Tier 4** | 3.78 | 5.00 | 32.2% | 5.15 | 3.0% | 5.31 | 3.1% | 5.47 | 3.0% | 5.64 | 3.1% |
| Manufacturing | Tier 1** | 3.73 | 0.71 | -80.9% | 0.74 | 3.9% | 0.77 | 4.1% | 0.80 | 3.9% | 0.83 | 3.7% |
| | Tier 2** | 3.73 | 1.07 | -71.2% | 1.11 | 3.4% | 1.15 | 3.6% | 1.19 | 3.5% | 1.23 | 3.4% |
| | Tier 3** | 3.73 | 1.93 | -48.3% | 1.99 | 3.2% | 2.05 | 3.0% | 2.12 | 3.4% | 2.19 | 3.3% |
| | Tier 4** | 3.73 | 4.36 | 17.0% | 4.50 | 3.2% | 4.64 | 3.1% | 4.78 | 3.0% | 4.93 | 3.1% |
| Standpipes | All Usage | 5.78 | 6.01 | 4.0% | 6.20 | 3.1% | 6.39 | 3.1% | 6.59 | 3.1% | 6.79 | 3.0% |
| Rates above EXCLUDE Projected Energy Charge per 1,000 Gal - Applicable to All Flow (Subject to Change Based on Future Energy Costs) | | | | | | | | | | | | |
| | | \$ 0.96 | \$ 0.93 | | \$ 0.94 | | \$ 0.95 | | \$ 0.97 | | \$ 0.99 | |
| *Outside City rates 1.10x higher | | | | | | | | | | | | |
| ** Non Residential tiers to be expanded by AWWA Meter Equivalency Factors based on Non Residential Customer's Meter Size (See Below) | | | | | | | | | | | | |
| Meter Size | AWWA Meter Equivalency Factors | | | | | | | | | | | |
| 0.75 | 1.00 | | | | | | | | | | | |
| 1.00 | 1.67 | | | | | | | | | | | |
| 1.50 | 3.33 | | | | | | | | | | | |
| 2.00 | 5.33 | | | | | | | | | | | |
| 3.00 | 10.00 | | | | | | | | | | | |
| 4.00 | 16.67 | | | | | | | | | | | |
| 6.00 | 33.33 | | | | | | | | | | | |
| 8.00 | 53.33 | | | | | | | | | | | |
| 10.00 | 76.67 | | | | | | | | | | | |

Rates for Rate Options 2A, 2B, 2C

| Water | | | Rate Options 2A, 2B, 2C | | | | | | | | | |
|--------------------------------------|----------|----------|-------------------------|----------|------|---------------------|------|----------|---------------------|----------|------|---------------------|
| Water Rate Structure - Fixed Charges | | | | | | | | | | | | |
| Monthly Fixed Charge - Inside City | | | | | | | | | | | | |
| Meter | | | % Change from Prior | | | % Change from Prior | | | % Change from Prior | | | % Change from Prior |
| Size | FY 15 | FY 16 | Year | FY 17 | Year | FY 18 | Year | FY 19 | Year | FY 20 | Year | |
| 0.75 | \$ 13.42 | \$ 14.36 | 7.0% | \$ 15.37 | 7.0% | \$ 16.45 | 7.0% | \$ 17.61 | 7.1% | \$ 18.85 | 7.0% | |
| 1 | 15.80 | 16.91 | 7.0% | 18.10 | 7.0% | 19.37 | 7.0% | 20.73 | 7.0% | 22.19 | 7.0% | |
| 1.5 | 21.75 | 23.28 | 7.0% | 24.91 | 7.0% | 26.66 | 7.0% | 28.53 | 7.0% | 30.53 | 7.0% | |
| 2 | 28.90 | 30.93 | 7.0% | 33.10 | 7.0% | 35.42 | 7.0% | 37.90 | 7.0% | 40.56 | 7.0% | |
| 3 | 45.57 | 48.76 | 7.0% | 52.18 | 7.0% | 55.84 | 7.0% | 59.75 | 7.0% | 63.94 | 7.0% | |
| 4 | 69.38 | 74.24 | 7.0% | 79.44 | 7.0% | 85.01 | 7.0% | 90.97 | 7.0% | 97.34 | 7.0% | |
| 6 | 128.91 | 137.94 | 7.0% | 147.60 | 7.0% | 157.94 | 7.0% | 169.00 | 7.0% | 180.83 | 7.0% | |
| 8 | 200.34 | 214.37 | 7.0% | 229.38 | 7.0% | 245.44 | 7.0% | 262.63 | 7.0% | 281.02 | 7.0% | |
| 10 | 283.68 | 303.54 | 7.0% | 324.79 | 7.0% | 347.53 | 7.0% | 371.86 | 7.0% | 397.90 | 7.0% | |

*Outside City rates 1.10x higher
 **Slight percentage differences in rates above from year to year may occur due to rounding.

| Water | | | Rate Option 2A | | | | | | | | | |
|---|-----------------------|---------|----------------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|
| Water Rate Structure - Flow Charges | | | | | | | | | | | | |
| Flow Charge per 1,000 Gallons - Inside City | | | | | | | | | | | | |
| Customer Class | Tier Range | FY 15 | FY 16 | % Change from Prior | FY 17 | % Change from Prior | FY 18 | % Change from Prior | FY 19 | % Change from Prior | FY 20 | % Change from Prior |
| Single Family Residential | 0 - 3,700 Gal/Mo | \$ 2.77 | \$ 3.07 | 10.8% | \$ 3.34 | 8.8% | \$ 3.63 | 8.7% | \$ 3.94 | 8.5% | \$ 4.27 | 8.4% |
| | 3,701 - 6,400 Gal/Mo | 3.59 | 3.94 | 9.7% | 4.28 | 8.6% | 4.64 | 8.4% | 5.02 | 8.2% | 5.42 | 8.0% |
| | 6,401 - 11,700 Gal/Mo | 5.53 | 6.02 | 8.9% | 6.50 | 8.0% | 7.02 | 8.0% | 7.56 | 7.7% | 8.14 | 7.7% |
| | 11,701 and above | 11.06 | 11.94 | 8.0% | 12.84 | 7.5% | 13.80 | 7.5% | 14.82 | 7.4% | 15.91 | 7.4% |
| Multi-Family Residential | All Usage | 3.56 | 3.91 | 9.8% | 4.24 | 8.4% | 4.60 | 8.5% | 4.97 | 8.0% | 5.37 | 8.0% |
| Commercial | All Usage | 3.78 | 4.15 | 9.8% | 4.50 | 8.4% | 4.88 | 8.4% | 5.27 | 8.0% | 5.69 | 8.0% |
| Northern Arizona University | All Usage | 3.47 | 3.82 | 10.1% | 4.15 | 8.6% | 4.50 | 8.4% | 4.87 | 8.2% | 5.26 | 8.0% |
| Lawn Meters | All Usage | 3.78 | 4.15 | 9.8% | 4.50 | 8.4% | 4.88 | 8.4% | 5.27 | 8.0% | 5.69 | 8.0% |
| Manufacturing | All Usage | 3.73 | 4.09 | 9.7% | 4.44 | 8.6% | 4.81 | 8.3% | 5.20 | 8.1% | 5.62 | 8.1% |
| Standpipes | All Usage | 5.78 | 6.29 | 8.8% | 6.79 | 7.9% | 7.33 | 8.0% | 7.89 | 7.6% | 8.50 | 7.7% |

Rates above EXCLUDE
 Projected Energy Charge per 1,000 Gal - Applicable to All Flow (Subject to Change Based on Future Energy Costs)
 \$ 0.96 \$ 0.93 \$ 0.94 \$ 0.95 \$ 0.97 \$ 0.99
 *Outside City rates 1.10x higher
 **Slight percentage differences in rates above from year to year may occur due to rounding.

| Water | | | Rate Option 2B | | | | | | | | | |
|---|-----------------------|---------|----------------|---------------------|--------|---------------------|--------|---------------------|--------|---------------------|--------|---------------------|
| Water Rate Structure - Flow Charges | | | | | | | | | | | | |
| Flow Charge per 1,000 Gallons - Inside City | | | | | | | | | | | | |
| Customer Class | Tier Range | FY 15 | FY 16 | % Change from Prior | FY 17 | % Change from Prior | FY 18 | % Change from Prior | FY 19 | % Change from Prior | FY 20 | % Change from Prior |
| Single Family Residential | 0 - 4,000 Gal/Mo | \$ 2.77 | \$ 3.10 | 11.9% | \$3.38 | 9.0% | \$3.68 | 8.9% | \$3.99 | 8.4% | \$4.32 | 8.3% |
| | 4,001 - 7,000 Gal/Mo | 3.59 | 3.99 | 11.1% | 4.33 | 8.5% | 4.69 | 8.3% | 5.07 | 8.1% | 5.48 | 8.1% |
| | 7,001 - 12,000 Gal/Mo | 5.53 | 6.08 | 9.9% | 6.57 | 8.1% | 7.09 | 7.9% | 7.64 | 7.8% | 8.23 | 7.7% |
| | 12,001 and above | 11.06 | 12.05 | 9.0% | 12.95 | 7.5% | 13.92 | 7.5% | 14.95 | 7.4% | 16.05 | 7.4% |
| Multi-Family Residential | All Usage | 3.56 | 3.89 | 9.3% | 4.22 | 8.5% | 4.58 | 8.5% | 4.95 | 8.1% | 5.35 | 8.1% |
| Commercial | All Usage | 3.78 | 4.12 | 9.0% | 4.47 | 8.5% | 4.84 | 8.3% | 5.23 | 8.1% | 5.65 | 8.0% |
| Northern Arizona University | All Usage | 3.47 | 3.77 | 8.6% | 4.09 | 8.5% | 4.44 | 8.6% | 4.80 | 8.1% | 5.19 | 8.1% |
| Lawn Meters | All Usage | 3.78 | 4.11 | 8.7% | 4.46 | 8.5% | 4.83 | 8.3% | 5.22 | 8.1% | 5.64 | 8.0% |
| Manufacturing | All Usage | 3.73 | 4.05 | 8.6% | 4.39 | 8.4% | 4.76 | 8.4% | 5.14 | 8.0% | 5.55 | 8.0% |
| Standpipes | All Usage | 5.78 | 6.32 | 9.3% | 6.82 | 7.9% | 7.36 | 7.9% | 7.93 | 7.7% | 8.54 | 7.7% |

Rates above EXCLUDE
 Projected Energy Charge per 1,000 Gal - Applicable to All Flow (Subject to Change Based on Future Energy Costs)
 \$ 0.96 \$ 0.93 \$ 0.94 \$ 0.95 \$ 0.97 \$ 0.99
 *Outside City rates 1.10x higher
 **Slight percentage differences in rates above from year to year may occur due to rounding.

| Water Rate Structure - Flow Charges | | | | | | | | | | | Rate Option 2C | |
|--|--------------------------------|---------|---------|--------------------------|---------|--------------------------|---------|--------------------------|---------|--------------------------|----------------|--------------------------|
| Flow Charge per 1,000 Gallons - Inside City | | | | | | | | | | | | |
| Customer Class | Tier Range | FY 15 | FY 16 | % Change from Prior Year | FY 17 | % Change from Prior Year | FY 18 | % Change from Prior Year | FY 19 | % Change from Prior Year | FY 20 | % Change from Prior Year |
| Single Family Residential | 0 - 3,700 Gal/Mo | \$ 2.77 | \$ 3.07 | 10.8% | \$ 3.34 | 8.8% | \$ 3.63 | 8.7% | \$ 3.94 | 8.5% | \$ 4.27 | 8.4% |
| | 3,701 - 6,400 Gal/Mo | 3.59 | 3.94 | 9.7% | 4.28 | 8.6% | 4.64 | 8.4% | 5.02 | 8.2% | 5.42 | 8.0% |
| | 6,401 - 11,700 Gal/Mo | 5.53 | 6.02 | 8.9% | 6.50 | 8.0% | 7.02 | 8.0% | 7.56 | 7.7% | 8.14 | 7.7% |
| | 11,701 and above | 11.06 | 11.94 | 8.0% | 12.84 | 7.5% | 13.80 | 7.5% | 14.82 | 7.4% | 15.91 | 7.4% |
| Multi-Family Residential | All Usage | 3.56 | 3.91 | 9.8% | 4.24 | 8.4% | 4.60 | 8.5% | 4.97 | 8.0% | 5.37 | 8.0% |
| Commercial | Tier 1** | 3.78 | 1.18 | -68.8% | 1.32 | 11.9% | 1.47 | 11.4% | 1.62 | 10.2% | 1.79 | 10.5% |
| | Tier 2** | 3.78 | 1.65 | -56.3% | 1.83 | 10.9% | 2.02 | 10.4% | 2.21 | 9.4% | 2.42 | 9.5% |
| | Tier 3** | 3.78 | 2.74 | -27.5% | 2.99 | 9.1% | 3.26 | 9.0% | 3.54 | 8.6% | 3.84 | 8.5% |
| | Tier 4** | 3.78 | 5.87 | 55.3% | 6.34 | 8.0% | 6.84 | 7.9% | 7.37 | 7.7% | 7.94 | 7.7% |
| Northern Arizona University | Tier 1** | 3.47 | 0.73 | -79.0% | 0.84 | 15.1% | 0.96 | 14.3% | 1.08 | 12.5% | 1.21 | 12.0% |
| | Tier 2** | 3.47 | 1.09 | -68.6% | 1.23 | 12.8% | 1.38 | 12.2% | 1.53 | 10.9% | 1.69 | 10.5% |
| | Tier 3** | 3.47 | 1.95 | -43.8% | 2.15 | 10.3% | 2.36 | 9.8% | 2.58 | 9.3% | 2.81 | 8.9% |
| | Tier 4** | 3.47 | 4.40 | 26.8% | 4.77 | 8.4% | 5.16 | 8.2% | 5.57 | 7.9% | 6.01 | 7.9% |
| Lawn Meters | Tier 1** | 3.78 | 0.99 | -73.8% | 1.12 | 13.1% | 1.26 | 12.5% | 1.40 | 11.1% | 1.55 | 10.7% |
| | Tier 2** | 3.78 | 1.41 | -62.7% | 1.57 | 11.3% | 1.74 | 10.8% | 1.91 | 9.8% | 2.10 | 9.9% |
| | Tier 3** | 3.78 | 2.40 | -36.5% | 2.63 | 9.6% | 2.87 | 9.1% | 3.12 | 8.7% | 3.39 | 8.7% |
| | Tier 4** | 3.78 | 5.23 | 38.4% | 5.66 | 8.2% | 6.12 | 8.1% | 6.60 | 7.8% | 7.11 | 7.7% |
| Manufacturing | Tier 1** | 3.73 | 0.78 | -79.1% | 0.89 | 14.1% | 1.01 | 13.5% | 1.13 | 11.9% | 1.26 | 11.5% |
| | Tier 2** | 3.73 | 1.16 | -68.9% | 1.30 | 12.1% | 1.45 | 11.5% | 1.60 | 10.3% | 1.76 | 10.0% |
| | Tier 3** | 3.73 | 2.04 | -45.3% | 2.24 | 9.8% | 2.46 | 9.8% | 2.68 | 8.9% | 2.92 | 9.0% |
| | Tier 4** | 3.73 | 4.57 | 22.5% | 4.95 | 8.3% | 5.36 | 8.3% | 5.79 | 8.0% | 6.25 | 7.9% |
| Standpipes | All Usage | 5.78 | 6.28 | 8.7% | 6.78 | 8.0% | 7.32 | 8.0% | 7.88 | 7.7% | 8.48 | 7.6% |
| Rates above EXCLUDE Projected Energy Charge per 1,000 Gal - | | | | | | | | | | | | |
| Applicable to All Flow (Subject to Change Based on Future Energy Costs) | | \$ 0.96 | \$ 0.93 | | \$ 0.94 | | \$ 0.95 | | \$ 0.97 | | \$ 0.99 | |
| *Outside City rates 1.10x higher | | | | | | | | | | | | |
| ** Non Residential tiers to be expanded by AWWA Meter Equivalency Factors based on Non Residential Customer's Meter Size (See Below) | | | | | | | | | | | | |
| Meter Size | AWWA Meter Equivalency Factors | | | | | | | | | | | |
| 0.75 | 1.00 | | | | | | | | | | | |
| 1.00 | 1.67 | | | | | | | | | | | |
| 1.50 | 3.33 | | | | | | | | | | | |
| 2.00 | 5.33 | | | | | | | | | | | |
| 3.00 | 10.00 | | | | | | | | | | | |
| 4.00 | 16.67 | | | | | | | | | | | |
| 6.00 | 33.33 | | | | | | | | | | | |
| 8.00 | 53.33 | | | | | | | | | | | |
| 10.00 | 76.67 | | | | | | | | | | | |

Question 3:

Can you provide the breakdown of water reclaimed water rate revenue by customer class?

Response to Question 3:

Below please find the reclaimed water rate revenue distribution by customer class.

| Reclaimed Water Rate Revenue Distribution | | | |
|--|-------------------------------------|-------------------|--|
| Customer Class | Reclaimed Water Rate Revenue | % of Total | |
| Private Residential | \$ 4,000 | 0% | |
| Commercial (No Main Ext.) | 192,000 | 19% | |
| Commercial (w/ Main Ext.) | - | 0% | |
| Manufacturing (No Main Ext.) | 131,000 | 13% | |
| Manufacturing (w/ Main Ext.) | - | 0% | |
| NAU (Sinclair Wash - Intramural Fields) | 83,000 | 8% | |
| NAU (All Other) | 56,000 | 6% | |
| City Departmental | 72,000 | 7% | |
| Hydrant Meter | - | 0% | |
| Standpipe | 82,000 | 8% | |
| Off Peak / Golf Course | 372,000 | 38% | |
| Total Reclaimed Water Rate Revenue | \$ 992,000 | 100% | |

*Source: FY 14 Billing Database - rounded to thousands.

We appreciate the opportunity to be of service to the City on this important project.

Very truly yours,



Jonathan Varnes

Willdan Financial Services

Answers to City Council Questions on the Rate Study
From the October 13, 2015 meeting

1. Reclaimed Water Data Validation issue

The issue of Reclaimed Water Data Validation was due to potable water being added to the reclaimed system in the summer of 2013. Due to the anticipated large volume of water to be supplemented, the City took proactive measures by increasing the monthly rate for all reclaimed customers, based on the anticipated amount of potable water that would be added to the reclaimed system (see Item 4 below). Reclaimed water customers were billed the additional cost of potable water for this period.

Originally, the consultant, Willdan Financial Services believed this only affected the off peak/golf course customer classification and not all reclaimed customers. These calculations were not accounted for in the methodology the consultant used, leading to higher original variances. This discrepancy was discussed with the consultant and the consultant now concurs that the data is valid.

See attached letter from Willdan Financial Services dated October 16, 2015

2. Revise water table that separates out the energy surcharge AND contains the % increases *see attached letter from Willdan Financial Services dated October 16, 2015*

3. Provide a table that defines reclaimed water revenue by Customer Class
 See attached letter from Willdan Financial Services dated October 16, 2015

4. How many times has the City subsidized the reclaimed water system with potable water?

The reclaimed system was supplemented with potable water twice in the last five years (i.e., 2013 & 2014). Both of those times were associated with Wildcat Hill Water Reclamation Plant's inability to provide reclaimed water due to treatment problems. As discussed in Item 1, the 2013 event was associated with Wildcat Hill's ADEQ Consent Order since it was not consistently producing Class A+ quality reclaimed water. This resulted in 27.52 million gallons of potable water to be supplemented into the reclaimed water system out of the 105.69 million gallons delivered between May & July 2013.

The 2014 event was due to a local industry's discharge into the sewer system that severely impacted Wildcat Hill's ability to adequately treat reclaimed water during several weeks in June. This temporary supplement resulted in 6.29 million gallons of potable water to be added out of the 41.4 million gallons delivered in June 2014. Staff could not locate any records prior to 2011 that documented previous potable water supplemental events of the reclaimed water system.

5. What is the current reclaimed water subsidy?

Prior to Fiscal Year 2015, the water, wastewater, and reclaimed water operations were reported in a single enterprise fund of the City. Therefore, technically there were no “transfers” between the funds as they were balanced as a combined fund, although reclaimed water revenues did not cover all reclaimed expenses at that time per the rate study. During FY15, staff started the process of splitting these operating funds into separate enterprise funds for better tracking, management and transparency. This effort will help demonstrate that each fund operates financially independent.

Fiscal Year 2016 is the first year we have all the funds separated. Staff does not have any mechanism of identifying how much financially the reclaimed water system was subsidized by water rates. The 2010 rate model does not specifically break out an amount transferred between the two areas. So while that may have been a message presented in prior studies, as of the FY 2016 budget, we can now demonstrate clearly that the reclaimed water fund is self-supporting through rates.

6. What is the breakdown of the budget for the Water Conservation Program?

| FY | Program Support¹ | Staff Support² | Advertising | Rebates | Total |
|-----------|------------------------------------|----------------------------------|--------------------|----------------|--------------|
| 2009 | \$ 15,456 | \$ 79,106 | \$ 4,794 | \$ 25,200 | \$ 124,556 |
| 2010 | \$ 1,106 | \$ 18,941 | \$ - | \$ 1,000 | \$ 21,047 |
| 2011 | \$ 4,013 | \$ 41,733 | \$ 1,124 | \$ - | \$ 46,870 |
| 2012 | \$ (39) | \$ 90,203 | \$ 5,039 | \$ 20,200 | \$ 115,403 |
| 2013 | \$ 18,907 | \$ 87,744 | \$ 8,842 | \$ 17,500 | \$ 132,993 |
| 2014 | \$ 14,410 | \$ 90,957 | \$ - | \$ 31,300 | \$ 136,667 |
| 2015 | \$ 30,099 | \$ 110,222 | \$ 14,357 | \$ 22,500 | \$ 177,178 |
| 2016 | \$ 39,982 | \$ 121,031 | \$ 20,000 | \$ 22,500 | \$ 182,381 |
| 2017 | \$ 50,000 | \$ 121,400 | \$ 20,800 | \$ 23,500 | \$ 215,700 |
| 2018 | \$ 50,900 | \$ 123,800 | \$ 21,200 | \$ 24,000 | \$ 219,900 |
| 2019 | \$51,620 | \$126,200 | \$ 21,600 | \$ 24,500 | \$ 223,920 |
| 2020 | \$52,700 | \$128,700 | \$ 22,000 | \$ 25,000 | \$ 228,400 |

2009/10/11 - Water conservation program was reduced in response to required budget cuts

2011 – Two positions were combined into a single Utilities Program Manager to restart Conservation Program

2015 – Council authorized 1-X funding for the Water Conservation Enforcement Aides

2016 – Council authorized on-going funding for the Conservation Enforcement Aides.

2017-2020 – Rate Study increases funding evenly among all categories based upon 2015 Budget

Data sources are the Innoprise financial system and the 2015 Utilities Rate Study by Willdan Financial

¹Program Support – Actual expenses 2009-2015. Promotional items, printing, professional services, training, travel, etc

2016 includes an extra \$21,132 from Reserve to complete a communications outreach and plan

²Staff Support-Utilities Program Manager (1), Conservation Enforcement Aides (2)

7. Examples of Current Conservation Rebates

- A. *Installation of High Efficiency Toilet (\$100 each)*
- B. *Replacement of a minimum of 1,500 Ft² of turf with low water use plants for a minimum payment of \$500 and maximum of \$3,000 depending upon the size of turf removed.*
- C. *Installation of Rain Water Harvesting tanks of minimum of 1,000 gallons size (\$100 each)*

8. How many Conservation Rebates are on the Utilities waiting list?

In FY16, the Water Conservation program provided rebates for 184 high efficiency toilets, 5 turf rebates and 2 rainwater harvesting tank systems for a total budgeted amount of \$22,500. There are currently 70 additional customers on the waiting list for high efficiency toilets for a total of \$11,200.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Date: 10/13/2015
Meeting Date: 11/03/2015



TITLE

Discussion/Direction on 2016 Legislative Priorities and Communication and Engagement Strategies

RECOMMENDED ACTION:

Council input on 2016 state and federal legislative priorities and input on communication and engagement strategies.

EXECUTIVE SUMMARY:

The City of Flagstaff's Intergovernmental Relations Program coordinates the City's dealings with the federal, state, tribal and other local governments, and seeks to foster constructive links between the City and these entities. The program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests. Each year the City adopts state and federal legislative priorities to establish City positions on issues, policies and projects of legislative interest. Council also adopts guiding principles annually. Staff receives direction for advocacy through the Council's adopted priorities, its guiding principles and stakeholders.

The purpose of the discussion item is to review the City's 2015 legislative priorities, review the status of the City's previously proposed resolutions to the Arizona League of Cities and Towns, and receive input from Council on proposed 2016 state and federal legislative priorities. In addition, staff will receive input from Council on communication and engagement strategies.

INFORMATION:

COUNCIL GOALS:

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Explore and adopt policies to lower the costs associated with housing to the end user
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
- 6) Relieve traffic congestion throughout Flagstaff
- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Foster relationships and maintain economic development commitment to partners
- 10) Decrease the number of working poor
- 11) Ensure that we are as prepared as possible for extreme weather events

REGIONAL PLAN:

Historically, many of the Council's adopted legislative priorities support some of the Regional Plan's goals and policies. Through advocacy, the City's contracted lobbyists help to deliver City services effectively and efficiently.

Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

BACKGROUND/HISTORY

The Intergovernmental Relations Program keeps the Mayor and Council informed about intergovernmental, including legislative, issues and assists in representing the City's interests in these matters. This Program is part of the City Manager's Office and serves all City departments, the Flagstaff City Council and the Mayor. Key areas include: legislative priorities development, legislation monitoring, advocacy and research/information gathering.

The City contracts lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The Intergovernmental Relations Program coordinates with the City's contract lobbyists, League staff, and City staff to review proposed legislation and works to inform legislators, legislative staff, the governor's office, federal agencies and stakeholders regarding those impacts. The City's interests are also represented through the League of Arizona Cities and Towns. Advocacy is also supported by Council adoption of guiding principles and partnerships. Historically, the City's guiding principles are typically tied to the Council's adopted goals, maintaining and protecting shared revenues, and preserving local control.

KEY CONSIDERATIONS

2015 State Legislative Priorities – Summary

The City's adopted priorities for the past year included the protection of state shared revenues to municipalities, including the restoration of the Highway User Revenue Fund. Also of priority interest was the support for efforts related to pension reform, investment in local forest health, flexible financing authority for investments in energy efficiency improvements to commercial properties, and procurement changes allowing sales tax to be inclusive of bid pricing. Restoration of the Housing Trust Fund and ongoing support for economic development tools were also Council priorities during the 2015 Legislative Session.

2015 Federal Legislative Priorities – Summary

The City's adopted federal priorities for the past year include advocacy for the City's Rio de Flag Flood Control Project and investments in forest health. Also of priority interest is support for public safety personnel through the use of body cameras, support for the Flagstaff Airport maintenance and operations, relief from a reversionary clause on property previously owned by the City and ongoing investments to the City's regional transportation priority projects.

Proposed Communication and Engagement Approach

The City's contract lobbyists are in constant communication with staff. Together, the lobbyists and staff brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and developments. The following is a proposed approach to communicate with Council on the City's legislative priorities. Staff will adapt its approach for engaging and communicating with Council; therefore, it will be important for Council to provide input on the effectiveness of the proposed strategies.

- **Frequent communication and project engagement with contract lobbyists** – staff will be in touch with contract lobbyists throughout the week to discuss developments at the State Legislature and in Washington. In addition, contract lobbyists will participate in recurring project team meetings on critical projects, including but not limited to Rio de Flag Flood Control Project, Red

Gap Ranch Pipeline ROW and Veteran Facility project.

- **Updates at public meetings** – Staff and contract lobbyists will present, at minimum, two (2) legislative updates to Mayor and City Council prior to and following the State Legislative Session. In addition, the City’s contracted federal lobbyists will meet with Councilmembers twice a year to provide updates on advancing the City’s federal legislative priorities. When the State Legislature is in session, staff and the City’s contract lobbyist will be available to provide up to date information at Council Meetings, on an as requested basis.
- **Meeting facilitation** – Working with stakeholders and contracted lobbyists, staff will schedule and facilitate meetings for Mayor, Councilmembers and City officials with members of the City’s delegation, legislative staff, agency officials and tribal representatives.
- **Written updates** – Contracted lobbyists (state and federal) will provide written monthly reports on critical updates related to the City’s adopted priorities. During the state legislative session, staff will facilitate Mayor and Council receiving the League’s weekly legislative bulletins well as a link to all updates summarizing the new bills and new laws. During the session, staff and the contracted state lobbyist will also provide written updates to Council on any critical progress achieved on the City’s adopted state priorities and significant projects.
- **Annual meetings** – staff and contract lobbyists will coordinate annual briefing meetings with state and federal delegation. The purpose of the meetings is for Council to present the City’s legislative priorities. Staff will also coordinate annual meetings with stakeholders of partnering Tribal Nations.

Attachments: [2015 Legislative Priorities](#)
 [League Resolution Process and Priorities](#)
 [Previous CCR on Proposed Resolutions](#)

CITY OF FLAGSTAFF

2015 LEGISLATIVE AGENDA

The City of Flagstaff Intergovernmental Affairs Program addresses legislative initiatives at the county, state, and federal levels which follow annual legislative calendars. The program mission is to develop and advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests. As a member of the League of Arizona Cities and Towns, the City of Flagstaff has helped develop and sign on to League Resolutions. Council adoption of the League resolutions, our identified priorities and guiding principles are incorporated as part of our legislative agenda.

The Guiding Principles of the League and our own Guiding Principles below strengthen local government, promote City goals and defend the City against legislative actions by the State or Federal governments that weaken our authority or take away traditional revenue sources.

GUIDING PRINCIPLES

- **Local Control:** Protect local revenues and local authority, which reflect core principles for local government. Flagstaff believes local government best represents local communities in the areas of regulatory, finance, and administrative decision-making. This representation requires opposing any unfunded mandates at the federal and the state levels. Partnerships to develop positive relations are essential for success. This can be accomplished informally and formally by agency and also through participation in joint meetings with the County as well as The Alliance for the 21st Century whose membership includes Coconino Community College (CCC), Coconino County, the Flagstaff Unified School District (FUSD), and Northern Arizona University (NAU). Periodic meetings with Hopi and Navajo tribes are also beneficial for partnership on matters of mutual concern as well as membership in Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to be involved in planning of our regional transportation and the Northern Arizona Council of Governments (NACOG).
- **Council Goals:** Advancing or defending goals of the City Council and adopted legislative priorities in effect during the 2015 legislative session does not require additional council action.

STATE - LEGISLATURE

- **STATE SHARED REVENUES:** Protect state shared revenue to municipalities as a revenue percentage and a revenue source.
- **HURF FUNDING LEVELS INCREASE:** Full lobbying support in coordination with the League Resolution to restore HURF (Highway User Revenue Funds) dollars

and actions that restore 2008 levels of funding as well as allocate new dollars to transportation.

- **PENSION REFORM:** In coordination with the League of AZ Cities and Towns, support efforts relating to pension reforms which obtain greater flexibility to manage pension plans affecting municipal employees. This includes obtaining more control of determining part-time classification.
- **ENERGY DISTRICTS:** Seek enabling legislation for ‘sustainable Energy Districts’ that provides flexible financing authority for commercial entities via finance mechanisms for upfront investment capital in energy efficiency improvements to properties.
- **FOREST HEALTH:** Support any state efforts designed to reduce forest fire dangers in the region, encouraging state investment opportunities or matching funds to treat areas in and around cities.
- **PROCUREMENT LAW CHANGE:** Allowing the sales tax to be paid as part of the total bid price when considering the “lowest, responsible bidder”
- **RESTORATION OF THE HOUSING TRUST FUND:** Remove the \$2.5m cap and allow the State’s Housing Trust Fund to be fully funded through unclaimed property proceeds received by the State annually.
- **SUPPORT ECONOMIC DEVELOPMENT TOOLS:** May include legislation that supports manufacturing in rural areas of the state or support for efforts to encourage more use of the state by the film industry.

STATE - GOVERNOR

- **WATER:** Secure easement rights for required water transmission line located within Interstate 40 right-of-way or other Council-approved route.
- **VETERANS AFFAIRS:** Seek funding in the Governor’s Budget for the establishment of a VA Home in Flagstaff as financial support needed from the State as matching funds to the federal allocation for the home.

FEDERAL

- **PUBLIC SAFETY:** Support President’s \$263m. pledge to equip all police officers with body cameras
- **RIO DE FLAG FLOOD CONTROL PROJECT:** Complete the Limited Re-evaluation Report and obtain necessary approvals from the Assistant Secretary of the Army so as to be included in any USACE work plan or report to Congress as an authorized project.
- **FOREST HEALTH:** Leverage voter approved FWPP (Flagstaff Watershed Protection Project) bonds for forest restoration with federal dollars to maximize acreage to be treated and ensure that resources and funding continue to flow to important regional projects such as the federal pilot program known as 4FRI (Four Forest Restoration Initiative) and NAU’s ERI (Ecological Restoration Institute).
- **FAA (Airport):**
 - Resurface & Restripe Runway which has aged excessively; continue funding request of \$3.3m

- Construct non-revenue, multi-level parking structure to increase passenger parking capacity at the airport terminal; funding request FY 2016 \$4m and FY 2017 \$4m for a total estimated project cost of \$8m.
- Purchase 167.89 acres of Airport land, which contains Runway Protection Zone, Avigation Easement, Lake Mary Park land and the Water Treatment Plant; funding request FY 2018 in the amount of \$6.7m.
- RAILROAD REVERSIONARY CLAUSE: Seek relief from the Federal Government reversionary clause on property sold to the City by BNSF (Burlington Northern Santa Fe) Railroad.
- TRANSPORTATION – Secure authorization and fiscal resources for the Regional Transportation Plan priorities including Lone Tree Interchange and the 4th Street Bridge over I-40, along with widening of Highway 180.

Further Collaboration

Support regional, state and federal partnerships that may advance applicable legislation in support of the City of Flagstaff.

| Regional | Statewide | National |
|--|--|-------------------------------------|
| Coconino County | League of Arizona Cities and Towns | National League of Cities and Towns |
| Flagstaff Unified School District | Coconino Community College | Conference of Mayors |
| Northern Arizona Council of Governments (NACOG) | Northern Arizona University | US Forest Service |
| Northern Arizona Intergovernmental Pubic Transportation Authority (NAIPTA) | AZ Game and Fish | US Parks Service |
| Northern Arizona Municipal Water Users Association (NAMWUA) | Arizona State Land Department | Hopi Tribal Nation |
| Greater Flagstaff Forest Partnership | Greater Arizona Mayors' Association (GAMA) | Additional State Agencies |
| Chamber of Commerce | | Additional Federal Agencies |

League Resolutions

Process

Each year, members of the League of Arizona Cities and Towns may recommend items for the League's legislative program by submitting a formal resolution. Those resolutions are reviewed in the summer by the Resolutions Subcommittee and are then advanced to the Resolutions Committee for a formal recommendation. The Resolutions Committee meets each year during the League's Annual Conference. The resolutions that are passed by the committee are then formally adopted at the League's Annual Business Meeting, also held during the Annual Conference. The adopted resolutions then become that year's Municipal Policy Statement.

2016 Adopted League Resolutions

- Create renewable energy and conservation financing districts for commercial properties.
- Allow cities and towns to invest in infrastructure and other improvements in a designated area. Pay for investments via the increased property tax revenue generated new development.
- Conduct thorough reform of the PSPRS System as provided by the League's PSPRS Task Force.
- Allow cities and towns to place reasonable balances on public record requests that are overbroad or abusive and on the frequency on requests.
- Develop and pass legislation to make the requirements for annexation a more simple and flexible process.
- Provide relief from the proportional width and length requirements of current annexation statute.
- Explore methods to finance the operation and maintenance of retention and detention basins, including authorizing retention and detention basin improvement districts.
- Partner with cities and towns for the operation and maintenance of Arizona State Parks under long term leases.
- Restore the Arizona Housing Trust Fund.
- Restore the Arizona State Park Heritage Funds.
- Expand state licensure requirements and local enforcement authority for sober living homes.
- Urge the Federal Aviation Administration (FAA) to improve its communication with municipalities when studying changes to potential flight paths. Urge Congress to amend key portions of the FAA Modernization and Reform Act of 2012 that would help achieve the aforementioned request.
- Urges the Legislature to stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns, and to restore HURF funding to FY2008 levels.
- Support the inclusion of funding to accelerate design and construction of State Route 189 in ADOT's Five-Year Transportation Facilities Construction Program.

CITY COUNCIL REPORT

DATE: June 24, 2015

TO: Mayor and Councilmembers

FROM: Jerene Watson, Deputy City Manager

CC: Jeff Meilbeck, Josh Copley, Leadership Team, Sarah Darr, Rebecca Sayers, Mike Scheu, Richard Travis, Triadvocates, Nicole Woodman

SUBJECT: RECOMMENDATIONS ON THE CITY'S PROPOSED RESOLUTIONS TO THE LEAGUE OF ARIZONA CITIES & TOWNS RESOLUTIONS POLICY COMMITTEES

This report provides you with a brief overview of the discussion and recommendation by three League Policy Committees which were assigned the City's five proposed resolutions (see attached) for consideration. All five of our Resolutions have some action moving them forward in some way. The (1) Pension Reform, (2) Energy Districts and the (3) Housing Trust Fund Restoration will appear as Resolutions on the agenda for the August Resolutions meeting held the Tuesday afternoon of the state League conference. Other options were recommended as the next steps to accomplish the outcomes desired on our other three Resolutions before introducing or supporting any legislative efforts.

DISCUSSION

JUNE 5

GENERAL ADMINISTRATION, HUMAN RESOURCES, AND ELECTIONS POLICY COMMITTEE (GAHRE) convened at League offices, with Mayor Nabours as a Committee member attending via phone, and Jerene Watson in attendance to present the resolutions before the Committee. The Committee considered 14 resolutions that had been submitted by seven cities on five topics: **(1) PSPRS**, **(2) Public Notices & Records Requests**, **(3) Local Control/Charter Authority**, **(4) Annexation**, and three **(5) Miscellaneous items** (retention basin improvement districts; definition of a supermajority; requirements of a valid legal protest relating to rezoning). Two of our Resolutions were discussed in this Committee and a summary of those two items follows.

COF Resolution #1. Public Safety Pension Reform: was brought forward by the League staff, Yuma, Flagstaff and Prescott. League staff had convened a task force about a year ago and they have now developed Preliminary Recommendations (aka The Yardstick), per the attached. It has all the League resolutions imbedded in it, serving small and large cities. The Task Force has met with all the stakeholders, and the next step is to get a legislator to move this forward, understanding discussions continue with the Fire service proposing a competing plan that focuses on numbers and percentages (which the task force says will not get us out of the hole). Education will be key. The plan in a nutshell proposes:

- a. Moves the plan from Defined Contribution to Defined Benefit

- b. Applies only to new employees and leaves current employees in existing system
- c. Would take effect July 1, 2016
- d. Pools assets and liabilities with one uniform employee contribution rate and one employer rate at a 50/50 split (mirrors current ASRS) with an option for those firefighters who do not pay into/ineligible for Social Security)
- e. Consolidates administration into one single entity rather than several hundred with one independent disability committee of experts

MOTION: Moved unanimously to use the League Task Force resolution language

COF Resolution #2. Local Control/Charter Authority: the Committee chair reminded participants that the Local Control issue is a Guiding Principle in the League's Policy statement each year. After discussion, questions and answers from Yuma and Flagstaff who both proposed resolutions in this area, it was determined that:

- a. there will be follow-on discussions to determine if there are ways we can discuss strategies that might be more effective in our annual fight to maintain the rights of cities. Tom Belshe to follow-up with Flagstaff (I will work with Meg Roederer and coordinate with Tom to set up a conference call in July with interested Councilmembers).
- b. potential item for discussion at the League Resolutions meeting at the annual conference in August.

MOTION: Moved unanimously to make the principle of local control a stronger statement in the Guiding Principles.

JUNE 10

BUDGET, FINANCE AND ECONOMIC DEVELOPMENT (BFED) POLICY COMMITTEE

convened at the League and Jerene Watson and staff participated by phone to present two more Flagstaff resolutions. The Committee reviewed six Resolutions: **(1) Energy & Conservation Financing Districts;** **(2) Changes to state statute for Professions & Occupations, relaxing Arizona Registrant requirements on small projects;** (3) Tax credits to equalize the maximum tax credit allowed to qualified charitable organizations, private and public schools; (4) Economic Development Reimbursement Authority by allowing municipalities to invest in infrastructure and improvements and repay through the increased property tax revenue of the improvements; (5) Leveling of inequity of state-shared revenue distributions to municipalities through a point-of-origin formula rather than population based; (6) Enabling legislation for enhanced revenue authority and options allowing voters of cities to reset or increase primary property tax with dedicated primary levy (e.g. roads, public safety, etc.).

COF Resolution #3. Energy & Conservation Financing Districts: Jerene presented the City's resolution which was followed by some questions and answers that Jerene and Rebecca Sayers fielded. Phoenix commented that reach out to ATRA (Arizona Tax Research Assn.) was essential to get their blessing for any success with such legislation. Tucson committed to continue working with their consultant and other interested cities (Bullhead City, Flagstaff, Payson, Phoenix and Clarkdale) as they did in this last legislative session to move away from a district concept and said they would work with Flagstaff and get bankers involved with the consultant. The Committee encouraged seeking a mechanism that accomplishes the desired outcome through a non-legislative approach and join Tucson's efforts (e.g., using the PACE program approach-- Property Assessed Clean Energy) considering a legislative effort may not be viable. The Committee also noted that the Legislature has been resistant to creating additional special districts, but if the resolution

is broad enough, the League can continue to work on finding the appropriate legislative “mechanism.”

MOTION: The committee voted unanimously to move this issue forward as a Resolution with the understanding it remains broad as the details continue to be developed.

COF Resolution #4. State Statute Technical Amendment on Ch. 32-144 (Professions & Occupations): The Committee carried on an extended conversation with Mike Scheu who presented this resolution. Based on some concerns of the Committee, he agreed that it would be acceptable to add language on structural soundness to cover roofs.

MOTION: The Committee voted unanimously to identify this as a “Significant Municipal Issue” and tasked the League staff to work with AIA (architects’ association in Phoenix) and bring together stakeholders to discuss this pre-Session in an effort to find common language they could support.

JUNE 24

NEIGHBORHOODS, SUSTAINABILITY AND QUALITY OF LIFE POLICY COMMITTEE

The Committee was convened at the League offices, with Committee member Michelle D’Andrea, Deputy Housing Director Sarah Darr and Jerene Watson attending via phone. Five proposals were considered: (1) Permissive legislation that allows towns in specific circumstances to bill property owners for utilities; (2) AZ State Parks under long-term leases to partner on operation and maintenance; **(3) Restoration of AZ Housing Trust Fund;** (4) Reauthorization and funding of the AZ State Park Heritage Fund; (5) Expansion of State Licensure Requirements and Local Enforcement Authority for Sober Living Housing

COF Resolution #5. RESTORATION OF THE ARIZONA HOUSING TRUST FUND:

Jerene and Sarah presented the Council request for restoration and the need behind the proposed resolution, the longstanding source of state assistance to affordable housing and also how it is used to meet numerous needs as well as leverages federal funds, especially for rural Arizona. Debate among committee members followed about the risk of taking hits to other areas of funding cities like State Shared Revenues and the apportionment of the Dept. of Revenue charges to cities, etc. if we ask for this. There was discussed whether the full Resolutions Committee will want this to be one of the top five priorities. Committee member and Sedona Mayor Moriarity was very passionate in stating the importance of moving this forward and having the discussion at the League conference rather than side watering this with meetings with state agencies, the Governor’s office or AZ Housing Alliance, who is making this part of their state agenda. The Alliance is seeking endorsements for their platform from non-profits and municipalities. Chair Lopez from Coolidge also spoke to the importance of such funding to rural Arizona.

MOTION: Unanimous to move the Restoration of the Housing Trust Fund forward to the full Resolutions committee at the August meeting.

RECOMMENDATION / CONCLUSION

This report is for information only.

| NO. | 2016 PROPOSED LEAGUE OF CITIES & TOWNS RESOLUTION SUMMARIES | COUNCIL & STAFF COMMENT |
|-----|--|--|
| 1 | <p>PUBLIC SAFETY PENSION REFORM: Adopt further improvements to Arizona's public safety retirement system that will promote affordability for taxpayers while providing for the benefit promised to workers. These improvements should include a plan to effectively deal with the problem of unfunded liability, bringing a balance within a reasonable period of time while ensuring that Arizona remains competitive in its ability to recruit and retain talented public safety employees.</p> | <p>The disparate fiscal impact on each of the municipalities varies widely and creates challenges in budgeting and planning for the future. The current unfunded liability and increasing contribution rates for the public employee retirement systems are not financially sustainable and create a heavy burden on local governments to continue to fund pensions.</p> |
| 2 | <p>RESTORE ARIZONA HOUSING TRUST FUND. Created in 1988 as a flexible funding source to assist low-income households in Arizona, it was funded from the sale of unclaimed property, such as stocks or savings accounts abandoned by the owner, often due to a death without a will. Prior years the Fund received over \$30m annually but capped in 2010 at \$2.5m.</p> | <p>Municipalities and non-profits are eligible to apply to receive an allocation of the Housing Trust Fund to further housing objectives within their communities. Restoration of funding to the Trust Fund will enable a greater number of grant applications to be funded as well as other funding leveraged.</p> |
| 3 | <p>ENERGY & CONSERVATION FINANCING DISTRICTS Request and encourage the Arizona State Legislature to establish a mechanism enabling local government to establish renewable energy and conservation financing districts for commercial properties.</p> | <p>In addition, encourage the Arizona State Legislature to identify and define energy efficiency, renewable energy and water conservation as a public benefit that enhances the public good and promotes the health, safety, prosperity, security, and general welfare of the community. (Note: this evolved into the term that Tucson used: Property Assessed Clean Energy (PACE))</p> |
| 4 | <p>Change ARS 32-144, Professions & Occupations, registration requirement where a commercial tenant improvement project of less than \$10,000 would not require an Arizona Registrant to design and stamp the project.</p> | <p>Permits a non-registrant to design changes in a commercial tenant improvement without the cost of having the Registrant Design and Stamp, saving on average \$2500 for the citizen. Current statute requires any modification to a building or part of a building that is 3000 Sq. Ft. or larger requires an Arizona Registrant to design the change. Even if the remodel involves only the building of one or two walls that are non-bearing which may cost a total of \$1200, with the architect fees, the cost could go up to a minimum \$2800 dollars or more. That is if the registrant will even take on the job. Many times the person cannot find a registrant to take the time for such a small job.</p> |
| 5 | <p>STRENGTHEN EFFORTS OF CITIES AND TOWNS TO RETAIN LOCAL CONTROL. Rights of municipalities to self-determine local legislation that reflects the desires of our community residents has been diminished notably in recent years. The efforts of cities and towns to sustain or improve quality of life and enact ordinances which embody the values of communities is increasingly eroding. The effectiveness of individual city efforts along with those of the League of AZ Cities and Towns in maintaining the rights and balance of decision-making at the local level needs to be strengthened. Strategies need to be discussed collectively to coalesce more unification of cities to fight for decision making to be retained at the local level. This year cities saw the Legislature and the Governor overreach and not respect the authority of cities in passing SB 1241, the law which will preclude citizens within any city from banning plastic bags.</p> | <p>Council discussion: Wants to strengthen efforts with new approaches to protect local control more than what is currently in the League's Guiding Principles. Would like the League to work towards repeal of the strike everything bill on Plastic Bans Note: LEAGUE OF AZ CITIES & TOWNS Core Principle: <i>Decentralized government at the local level represents a fundamental principles of American democracy, recognizing that when it comes to community governance, one size does not fit all.</i> <i>The League calls upon the Legislature to respect the authority of cities and towns to govern their communities in the best interests of their residents. The League will endorse legislation that supports and sustains the principle of local control and reject legislation that conflicts with the autonomy of cities and towns.</i></p> |

The Yardstick

Preliminary Recommendations: May 15, 2015

Prepared by the League's Pension Task Force

1. DEFINED BENEFIT PLAN

- The pension benefit is predetermined by a formula based on employee compensation, age, and tenure of service

2. FREE FROM LEGAL CHALLENGE

- All current employees and all current retirees remain in the existing system

3. NEW STATEWIDE SYSTEM

- For employees hired after July 1, 2016

4. PLAN ELEMENTS OF THE NEW STATEWIDE SYSTEM

- **Pooled Assets and Liabilities.** Shares risk across the broadest base
- **Fully Funded.** Assets at least equal liabilities (at least 100%) over an economic cycle
- **Equal Cost Sharing.** Equal employer and employee contribution rates
- **Funding New Benefits or Benefit Increases.** Funded as a system component and only if the system is determined to be fully funded before and after the change
- **Pension Increases.** To maintain purchasing power
- **In-Lieu of Social Security Program.** Mandatory participation in an employer-matched Defined Contribution plan for those members not in Social Security

5. GOVERNANCE STRUCTURE

- **System Design.** Structure which encourages sustainable outcomes
- **Funding Policy.** Identifies financial objectives to ensure equity and sustainability
- **Investment Policy.** Identifies beliefs and objectives regarding asset allocation
- **Board of Trustees.** Independent, qualified experts with fiduciary responsibility of ensuring compliance with Plan Elements
- **Administration.** Consolidated and one independent disability committee of qualified experts

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Meg Roederer, Executive Assistant to Mayor and Council
Date: 10/08/2015
Meeting Date: 11/03/2015



TITLE:

Discussion and Direction of Council Travel Policy and Use of Travel Funds

RECOMMENDED ACTION:

Provide information to the Council for discussion and staff direction regarding the council travel policy and use of travel funds.

Executive Summary:

The information provided in this staff report is in response to a Future Agenda Item Request (F.A.I.R.) from the September 15, 2015 City Council Meeting Item 17B. *Future Agenda Item Request (F.A.I.R.): A request by Councilmember Putzova to place on a future agenda a discussion of the Council Travel Policy and Use of Travel Funds.* The Council unanimously agreed to add the item to a future agenda in order to provide clarity, transparency and avoid ad-hoc decision-making. The council specifically requested to establish a Council Travel Policy that outlines the following:

1. How funds are used?
2. What happens to unused funds?
3. What accountability procedures should apply?

Background: The City Council currently follows the Employee City Travel Policy with the exception of the Travel Request Form. Travel fund exceptions are referred to the City Manager for approval. Travel funds have been used for other items such as subscriptions, memberships and meeting tickets. Detailed spreadsheets are maintained by the Executive Assistant to the Mayor and Council and travel budget updates are provided to the council periodically. Travel funds may be shared amongst the council as long as it does not exceed the overall budget.

Response:

1) How funds are used? Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official City of Flagstaff business. Such costs may be charged on an actual basis, a per diem basis, or mileage basis dependent on the type of travel incurred and in accordance with the City of Flagstaff's travel policy.

- Refer to the City Travel Policy located on City of Flagstaff website:
- http://www.flagstaff.az.gov/Search/Results?searchPhrase=travel_policy&page=1&perPage=10
- The City Travel Policy is also located on the Employee Internal City Net webpage

2) What happens to unused funds? The City of Flagstaff does not carryforward operational line items between fiscal years. The City practice is to only carryforward unspent funds between fiscal years for

capital projects, operating capital and major contracts funded with one-time money. During the fiscal year, sections are able to re-allocate their line item budgeted amounts for contractual and commodities to other contractual and commodity line items. This reallocation of operational funds does not take Budget Team approval as long as a section ends the fiscal year within budget. However, if a section underspends their budgeted amount, those 'leftover' dollars are accumulated and used as the one-time funding in future budget years. A section does not get to keep any under-expenditure in their budget, it is re-purposed within the Fund as a whole. For example, if the Finance Section has a \$500,000 budget and their year-end expense is \$480,000; the \$20,000 difference will be accumulated as one-time funds and reallocated in a future budget somewhere in the General Fund, but would not be specific to Finance.

The guiding policy document is the 2016 Annual Budget and Financial Plan located on the City of Flagstaff website at <http://www.flagstaff.az.gov/index.aspx?nid=3259>

3) What accountability procedures should apply?

- The existing Travel Policy identifies the accountability process.
- All travel expenses are submitted to Finance within 30 days using a travel reconciliation form that identifies the expenses as well as authorized and approved signatures with the travel receipts.
- Elected officials follow the same accountability process as employees with the exception of a Travel Request Form.
- If an elected official has a request to use travel funds that may be considered an exception. The practice has been to email the City Manager with the request. The request is then reviewed and discussed with the appropriate staff and rules and regulations reviewed for approval or denial.

Financial Impact:

Council approved an annual travel budget of \$19,043.99 in FY14, FY15 and FY16. The budget is administratively divided equally amongst the councilmembers at \$2,720.57. The budget line item is travel, lodging and meals with account number 001-09-401-1300-1-4261. The total budget of the line item is \$30,710 but 38% is allocated as a payroll stipend reducing the travel budget amount to \$19,043.99.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Not Applicable

Previous Council Decision on This:

No

Options and Alternatives:

- Keep existing Council travel process "as-is" with no changes and continue to use Employee City Travel Policy.
- Edit Employee City Travel Policy to include elected officials.
- Develop Council Travel Policy.
- Budget for council line items regarding subscriptions, tickets, memberships, etc.

Community Involvement:

Inform

Attachments: [PowerPoint CouncilTravel](#)

Travel Policy

FY14 Council Travel Update

FY15 Council Travel Update

FY16 Council Travel Update

Travel Reconciliation Form



Discussion and Direction

Council Travel Policy and Use of Travel Funds

November 3, 2015



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Executive Summary Cont...

- The council specifically requested to establish a Council Travel Policy that outlines the following:
 - 1. How funds are used?
 - 2. What happens to unused funds?
 - 3. What accountability procedures should apply?



Background

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- Travel fund exceptions are referred to the City Manager for approval.
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- Travel funds may be shared amongst the council as long as it does not exceed the overall budget.



I) How funds are used?

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- Refer to the City Travel Policy located on City of Flagstaff website:
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2) What happens to unused funds?

- The City of Flagstaff does not carryforward operational line items between fiscal years.
- The City practice is to only carryforward unspent funds between fiscal years for capital projects, operating capital and major contracts funded with one-time money.
- During the fiscal year, sections are able to re-allocate their line item budgeted amounts for contractual and commodities to other contractual and commodity line items. This reallocation of operational funds does not take Budget Team approval as long as a section ends the fiscal year within budget.
- However, if a section underspends their budgeted amount, those 'leftover' dollars are accumulated and used as the one-time funding in future budget years. A section does not get to keep any under-expenditure in their budget, it is re-purposed within the Fund as a whole.
 - For example, if the Finance Section has a \$500,000 budget and their year-end expense is \$480,000; the \$20,000 difference will be accumulated as one-time funds and reallocated in a future budget somewhere in the General Fund, but would not be specific to Finance.
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COUNCIL GOALS:

- Not Applicable



Previous Council Decision on This:

- No



Options and Alternatives:

- Keep existing Council travel process “as-is” with no changes and continue to use the Employee City Travel Policy.
- Edit Employee City Travel Policy to include elected officials.
- Develop Council Travel Policy.
- Budget for council line items regarding subscriptions, tickets, memberships, etc.

**CITY OF FLAGSTAFF
TRAVEL POLICY
Effective 5/1/07**

Sections:

| | | |
|------------|--|----|
| 15.010 | Introduction..... | 1 |
| 15.020 | General Travel..... | 1 |
| 15.030 | Travel Authorization..... | 1 |
| 15.040 | Advances..... | 2 |
| 15.050 | Prepayments..... | 2 |
| 15.060 | General Reimbursements..... | 2 |
| 15.070 | Lodging-Actual Reimbursement..... | 3 |
| 15.080 | Conference Registration – Actual Reimbursement..... | 4 |
| 15.090 | Mileage and Rental Vehicles..... | 4 |
| 15.100 | Car Allowances..... | 5 |
| 15.110 | Air Travel..... | 5 |
| 15.120 | International Travel..... | 5 |
| 15.130 | Per Diem Plan—Meals and Incidental Expenses (M&IE) Allowance Plan..... | 6 |
| 15.140 | Miscellaneous Reimbursements..... | 8 |
| 15.150 | Extending Business Trips with Vacation Time..... | 8 |
| 15.160 | Non-Employee Travel..... | 9 |
| 15.170 | Insurance..... | 9 |
| Appendix A | Mileage Chart..... | 10 |
| Appendix B | One-day Round Trip Car Rental plus gas allowance..... | 11 |

15.010 Introduction

The City of Flagstaff travel policy is intended to be in full compliance with all Internal Revenue Service (IRS) guidelines regarding travel. It is the City's intent to avoid tax liability for the City and the employee for any travel related reimbursements.

The City of Flagstaff's policy is to reimburse employees for necessary and reasonable travel expenses incurred for authorized and approved City business. The employees should be comfortable while traveling, understand all travel policies, and obtain reimbursement quickly.

This policy is intended to:

- Ensure compliance with state and federal regulations.
- Ensure fairness for both the traveler and the City of Flagstaff.
- Establish guidelines for approval, control and accounting for employees.

An employee on City of Flagstaff business has the responsibility to act prudently and to only incur travel expenses, which are necessary, reasonable, and an appropriate use of public funds.

15.020 General Travel

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official City of Flagstaff business. Such costs may be charged on an actual basis, a per diem basis, or mileage basis dependent on the type of travel incurred and in accordance with the City of Flagstaff's travel policy.

15.030 Travel Authorization

Employee Responsibility

1. Employees must fill out a Travel Request Form prior to their intended travel. Their Department Head or Division Head must authorize all travel.
2. When a change of the original travel request becomes necessary, and the employee received an advance, the individual must give notification to his/her supervisor or

- department head and a copy of the changed Travel Authorization form (clearly marked as a correction) must be forwarded to Finance.
3. When there is more than one employee traveling on the same trip, employees can combine their request on the Travel Request Form. Separate reimbursement requests will need to be filed.

Division/Department Head Responsibility

When the Division/Department Head grants travel authority to an employee, he/she is validating that:

1. Adequate funds will be available
2. The intent of the trip is for city business
3. The employee has authorization

When the Division/Department Head reviews and approves a travel reimbursement, he/she is validating that:

1. Travel expense was incurred
2. The expenditure is charged to the proper account
3. The reimbursement reported is within the required timeframe
4. A copy of the travel request will be forwarded to AP after supervisor approval to allow for follow up/tracking.

15.040 Advances

1. Travel advances are available whenever out-of-pocket expenses are anticipated.
2. No travel advances are allowed through Petty Cash.
3. An employee advance can only request on a voucher.
4. The travel advance voucher should include the purpose and the dates of travel, and submitted with a copy of your approved Travel Request Form to Finance.
5. All employee advances will be charged to the advance account in Your Fund XXX-0000-157-0000.
6. Travel advances must be requested in time to process with the regular bi-monthly check run, but no more than 30 days prior to the travel date.
7. A travel advance must be a minimum of \$100.
8. An advance for travel will not be released to the employee more than 7 working days prior to the date travel commences.
8. Any employee with an outstanding travel advance must turn in their Travel Reimbursement before another travel advance can be issued. The request for reimbursement should be submitted to Finance within 30 days following the trip. Any staff member who has received an advance and has not submitted their travel reconciliation within 60 days **will** have that travel advance deducted from the next paycheck.
9. The employee is still responsible to reconcile and submit their travel reimbursement form.

15.050 Prepayments

1. The authorized Travel Request form must accompany all prepayment requests.
2. A purchase order, voucher or procurement card may be used for registration, hotel, commercial fares, and car rental.
3. All prepayments such as hotel, commercial fares, registrations, and other prepaid expenses will be charged to department travel expense accounts.
4. All Travel Reimbursement forms are to be submitted to Finance within 30 days following the trip.

15.060 General Reimbursements

General

1. A Travel Reimbursement, with a copy of the Travel Request must be submitted for all travel within 30 days of the travel completion or the employee travel will be restricted.
2. All travel expenses are to be included on the Travel Reimbursement Form including meals on a per-diem basis, incidental expenses, airfare, rental car, registration, and miscellaneous expenses.
3. The procurement card can not be used for any meals.
4. Prepayments must be indicated on the Travel Reimbursement form. If the prepayment was in the form of a check, indicate the check number. If the prepayment was completed with a Procurement Card, indicate the transaction with a 'PC'.
5. Travel reimbursement for a trip that total expenses were under \$100.00 may be reimbursed through petty cash without Finance approval. The Travel Reimbursement Form is filled out submitted with appropriate documentation and the Department Head/ Designee must have initialed the green petty cash voucher.
6. All travel reimbursements for \$100.00 or less, where total travel was in excess of \$100.00, will be handled through petty cash, **after finance has reviewed and approved the travel reimbursement form and initialed the green petty cash voucher.**
7. If the total travel is greater than \$100.00, and the reimbursement is greater than \$100, a copy of the Travel Request form and all receipts must be attached to the Travel Reimbursement Form and submitted to finance. Accounts Payable will issue reimbursements over \$100.00
8. Any employee that received an advance must have their travel validated by Accounts Payable before they receive a refund of any unused portion of the advance.
9. The unused portion of any travel advances due to the City must be returned to the City cashiers within 30 days. The receipt number must be noted in the appropriate blank on the Travel Reimbursement Form and a copy attached.
10. A Travel Reimbursement form must include only one employee.
11. The Department Head must sign reimbursement forms for Division Heads. A Deputy City Manager or the City Manager must sign reimbursements forms for Department Heads. The City Manager must sign reimbursements for the Deputy City Manager's. The Mayor must sign travel reimbursements for the City Manager.
12. Travel Reimbursement form for the Mayor travel must be signed by the City Clerk, City Manager or Deputy City Manager
13. Travel Reimbursement form for the Council travel must be signed by the Mayor or City Clerk.
14. If a trip is canceled, any accounts payable check not sent must be returned to Finance to be voided.
15. The Finance Division will use the high/low cost rates and locations per the information found at <http://www.gsa.gov>. On that web page, go to Travel Resources and choose Per Diem rates.
16. The mileage rate will be based on Federal allowance.

15.070 Lodging-Actual Reimbursement

The City of Flagstaff takes employee safety into consideration when making allowances for a choice of lodging. Employees are entitled to accommodations that are suitably located and meet reasonable standards for safety, cleanliness and comfort.

1. When traveling to a conference, the city assumes travelers will stay at the hosting hotel even if the rate exceeds a non-luxury hotel rate. If there is a choice of hosting hotels, employees are expected to stay at the least expensive property.
2. If a relative occupies the same room, the employee must obtain the rate for single occupancy, and will receive reimbursement at that rate.
3. Lodging will be reimbursed on an actual basis upon presentation of lodging receipts with the Travel Reimbursement Form.
 - If the original lodging receipt is lost or destroyed, a photocopy may be submitted with Travel Reimbursement Form.
 - If the original receipt is lost and a photocopy is not available and a copy cannot be obtained from the lodging establishment, then a copy of the canceled check or credit card receipt is required showing the employee paid for the lodging. A letter

- must be prepared with traveler name, dates of the travel, the name, address, and telephone number of the establishment, cost per night and total cost of the lodging along with reason why an original or photocopy of receipt is not available.
4. Personal charges (movies, meals, etc) that are on your hotel bill must be paid for separately. Only allowable, reimbursable items are allowed to be charged on your procurement card.

Hotel Cancellations-Non-Emergency

1. Travelers should ask for the hotel's cancellation policy at the time of booking
2. Travelers should request and record the reservation number for future reference such as billing disputes.
3. The City monitors the payment cancellations. Should the City have to pay for more than one cancellation for one employee, future travel may be restricted or the employee may have reimbursed the City for the cancellation fee.

15.080 Conference Registration – Actual Reimbursement

1. A copy of the signed Travel Request Form must accompany payment request voucher for pre-registration at conferences.
2. If the registration form does not indicate whether or not meals are included, the employee must indicate which meals are included with registration fee or "No Meals" if no meals are included in the registration fee.
3. Registration fees that the City has paid in advance must be included on the Travel Reimbursement Form.

15.090 Mileage and Rental Vehicles

Mileage allowances are established by IRS. The City rate matches the IRS rate.

Allowable expenses include the use of a city vehicle, common carrier fares, privately owned vehicle, vehicle rental, and aircraft. Reimbursement will be made only for the method of transportation that is in the best interest of the City of Flagstaff considering the travel expense as well as the traveler's time.

1. If a City vehicle is used, the City will pay the actual cost incurred, gas receipts must be attached.
 - Department heads may, at their discretion, authorize City owned vehicles for out of town travel if they determine the vehicle is in sound mechanical condition.
 - An operator of a city-owned vehicle shall only transport passengers traveling on official business.
2. A rental vehicle is the recommended mode of travel for official City business whenever practical. Rental car agencies shall make available liability insurance coverage per city contract and required by law. This insurance is included in the contract City daily rate and the employee is mandated to accept and purchase this insurance.
3. If spouses or non-city employees accompany the City official or employee in the rental car, for a non-city purpose, the employee will provide liability insurance from rental car agency or their own private insurance agency.
4. If an employee uses their personal vehicle for out town travel, they must have prior approval from their Division Head. Mileage will be reimbursed at IRS allowance. This mileage rate covers all automobile expenses such as fuel, maintenance, towing, repairs, tires, depreciation and insurance.
5. The attached in-state mileage chart (Appendix A) will be used to calculate reimbursement.
6. Additional mileage in the destination city should be recorded separately for reimbursement, with an explanation, and must be reasonable (Miles driven to/from the hotel for the purpose of dining is not reimbursable if adequate meal facilities are available within walking distance).
7. For one-day trips, employees are encouraged to use rental cars under contract with the City; however employees are allowed to use their own vehicle. Reimbursement

will be at the lesser of the current IRS mileage rate or the standard one-day car rental rate then in effect for the City of Flagstaff plus a gas allowance.

Refer to Appendix B One-Day Trip Car Rental plus gas allowance rate

15.100 Car Allowances

Car allowances are to assist an employee in the maintenance and upkeep associated with the mandatory and regular use of their car on City business. This is fully reportable as compensation and subject to payroll tax by the Internal Revenue Service.

Mileage for out of town travel is a reimbursed expense. The Travel Reimbursement form must be filled out and processed through accounts payable

15.110 Air Travel

1. The City will purchase coach airfare for the employee prior to departure.
2. Employees who purchase their own airfare are entitled to reimbursement in the amount equal to the coach airfare. A copy of the detailed flight itinerary must be attached to Travel Reimbursement Form in order to verify departure/arrival times, meals and total fare.
3. In an effort to take advantage of lower airfares for travel that extends over a Saturday night, the City of Flagstaff will allow employees to extend their trip over Saturday night and pay addition lodging and meal costs. Saturday night stay-over is encouraged when net savings exceed the cost of the hotel rate..
4. Personal vehicles may be used for out-of-state travel when no other means of transportation is available or when such use is in the interest of the City. Such requests must be documented at the time the Travel Authorization is approved. The employee shall be entitled to reimbursement at the lesser of either rate set out per mile traveled based on the shortest route from origin to destination or air coach fare.
5. If a City vehicle is available and an employee chooses to use his/her personal vehicle, only actual gas expenses will be paid and receipts must be attached to the Travel Reimbursement Form.
6. Rental car requests must be documented at the time the Travel Authorization is approved. City will reimburse rental fee and actual gas receipts.
7. Employees who fly to their destination and wish to obtain a rental car the City's expense must obtain prior approval from their division head. The rental car receipt must be attached to the Travel Reimbursement Form.
8. Only those individuals approved and authorized by Risk Management may claim privately owned or rented aircraft reimbursement. If an employee uses a private plane Division Head must approve it. The City will pay coach airfare or mileage is based on the shortest air route from origin to destination.
9. If an employee uses a private plane instead of driving a personal vehicle, ground transportation at the destination will be considered for reasonableness.
10. Original itemized receipts are required for reimbursement of chartered aircraft, aircraft rental, landing and parking fees.
11. Local transportation (taxi, bus, and limousine) is reimbursable with receipts. The most economical means of transportation shall be used in traveling to and from the airport.

15.120 International Travel

International travel is defined as travel outside the United States and its territories and possessions. **Risk Management must be notified in writing of all international travel 6 weeks prior to travel.**

Per Diem:

1. On a quarterly basis, the Defense Department establishes the federal per diem rates applicable to U.S. locations outside the continental United States including Alaska, Hawaii, Puerto Rico, the Northern Mariana Islands, and U.S. possessions.

2. On a monthly basis, the State Department changes per diem rates for all other international travel based on fluctuations in the cost of living and foreign exchange rates.
3. The employee is responsible to attach the applicable per diem rate when the Travel Reimbursement form is submitted.
4. The employee will be reimbursed at 40% of the published rate to cover meal and incidental expense (M & IE).
5. The web site to access these amounts are: w.state.gov/m/a/als/prdmww

Other Travel Costs:

1. Receipts must be submitted with the Travel Reimbursement form
2. The Travel Reimbursement form is to be submitted in U.S. Dollars with an explanation and translation of the currency rate conversions.
3. Currency rates are reflected as those that were in effect when the travel took place.
4. Major credit cards or the procurement card can be used for international travel to secure the proper or correct conversion rate.
5. The Procurement Card may be used to purchase meals for international travel, but the Travel Reimbursement is still based on per diem.
6. The formula to apply to exchange rates is:
 International Amount X Exchange Rate = U.S. Dollars
 U.S. Dollars/Exchange Rate = International Amount
 Or rates may be obtained from: www.oanda.com/convert/classic

15.130 Per Diem Plan—Meals and Incidental Expenses (M&IE) Allowance Plan

The City will pay per diem reimbursements to eliminate the need for employees to substantiate meals or incidental expenses, other than to report the number of days spent traveling on a business trip. Per Diem plans do not require employees to return any amounts advanced for days of business, even if the amounts are not actually spent on business; however the City still requires any travel advance to be reconciled within 30 days of the employees return from travel. **The procurement card can not be used for any meal purchase.**

The City is using a “M & IE Allowance” Plan. This is a per diem plan which pays allowances for meals and incidental expenses that do not exceed the per diem rate. Amounts paid to the employee in that location of travel is exempt from reporting and withholding on all payments made under the plan.

The Finance Division will update the rates and locations annually per the Maximum Federal Per Diem rates, which are generally effective October through September. IRS publication 1542 gives the maximum per diem rate than can be used without treating part of the per diem allowance as wages subject to tax purposes.

1. For any city or town not specifically identified in the Maximum Federal Per Diem table, the maximum per diem rate is \$39 per day.
2. When an employee is entitled to reimbursement for three consecutive meals on any one day, the amount expended for any particular meal is left to the employee’s discretion. The total for all meals claimed may be shown as a lump sum for each calendar date, but may not exceed the amount allowed for a particular location.
3. **If the employee travel does not include an overnight stay, there is no per-diem reimbursement.**
4. The City will pay the M&IE allowance on a daily basis for trips that involve an overnight stay dependent on the time the employee leaves and returns to the City.

| | |
|------------|---|
| Breakfast: | Outside the City prior to 6:00 a.m. |
| Lunch: | Outside the City prior to 11:00 a.m., and returning after 1:00 p.m. |
| Dinner: | Outside the City prior to 6:00 p.m., and returning after 7:00 p.m. |

FOR EXAMPLE:

The employee takes a two-day trip. He/she travels from 6:00 a.m. on Day 1 of the trip until 8:00 p.m. on Day 2. The City will provide 100% of the M&IE for both days of travel.

FOR EXAMPLE:

The employee takes a three-day trip. He/she travels from 9:00 a.m. on Day 1 of the trip until 5:00 p.m. on Day 3. The City will provide lunch, dinner and incidental reimbursement on the first day (\$32), the entire \$39 on day 2, and breakfast, lunch, and incidental on day 3 (\$21) for a total per diem reimbursement of \$92.

5. Provided Meals – whenever meals are provided at no additional cost to the traveler (e.g. conferences, meetings, airlines) such meals shall reduce that day’s meal allowance at the rate set forth below.

FOR EXAMPLE:

The employee takes a three-day trip. He/she travels from 6:00 a.m. on Day 1 of the trip until 8:00 p.m. on Day 3. The conference provides lunch every day during the three days. The City will provide \$28 per day per diem (\$39 basic rate minus \$11 allowance for lunch).

6. Tips on meals are included in the maximum per diem allowance.

The employee must verify the rate of reimbursement and attach the applicable page from the Maximum Federal Per Diem table if a rate of other than \$46 is being claimed.

| M&IE Rate Adjustments for Provide Meals per Location | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| | \$46 | \$51 | \$56 | \$61 | \$66 | \$71 |
| Breakfast | 7 | 8 | 9 | 10 | 11 | 12 |
| Lunch | 11 | 12 | 13 | 15 | 16 | 18 |
| Dinner | 23 | 26 | 29 | 31 | 34 | 36 |
| Incidentals | 5 | 5 | 5 | 5 | 5 | 5 |

Meals at Conferences, Seminars and Symposiums

1. When attending a conference, seminar, or workshop, if a particular meal at the function is not included in the conference fees and is in excess of published rates, the City will pay the full amount of the meal upon receipt.
2. This is not to be interpreted to encompass expenditures on recreational or social activities that may be offered in connection with but are not integral to the conference.

3. For reimbursement of such expenditures, the employee must submit copy of conference agenda or brochure showing the nature of the activity that was presented during the meal and amount charged for such meal.
4. The employee cannot claim reimbursement under per diem for this same meal.
5. **No reimbursements will be allowed for alcoholic beverages**
6. **No charges for meals may be made on a procurement card**

Business Meals:

A business meal may occur when City staff conduct city business with non-City staff while traveling. Guidelines for reimbursement are in a separate Business Meal policy.

Incidental Expenses are defined as:

1. Fees and tips to porter, baggage carriers, bellhops, hotel maids, stewards or stewardesses on ships and hotel servants in countries outside the United States.
2. Transportation between places of business or lodging and places where meals are taken, if no suitable meals are available at the temporary work site to which the employee traveled.
3. All incidental expenses are part of the "M & IE Allowance" and no separate reimbursement will be made.

Travel advances may be requested for the Per Diem allowance for meals and incidental expenses. A voucher with Travel Request Form should be submitted and processed by account payables as reviewed in section 15.040. There will be no meals or incidental expenses charged on the procurement card.

15.140 Miscellaneous Reimbursements

1. All miscellaneous expenses must be itemized and receipts attached. (Except for incidentals included in the Per Diem Rate.)
2. Reimbursement for business phone calls and personal phone calls (allowance \$5.00 per day) should be noted on the Travel Reimbursement Form.
3. Communications charges including Internet, faxes and copies are reimbursable if documented with receipts or hotel receipt.
4. Expenses for laundry, cleaning and pressing of clothes will be reimbursed in accordance with IRS guidelines.
5. Transportation (taxies, shuttles, etc) must indicate the purpose of the travel and the start and end locations. Tips to taxi drivers are limited to 15% of the bill to the nearest dollar.
6. Trade show/Presentation expenses including excess baggage charges, freight charges for shipping of presentation material and tipping charges for valet services are reimbursable.
These charges should be noted on the Travel Reimbursement Form

Non-Reimbursement Expenses

1. Fees and tips to porter, baggage carriers, bellhops, hotel maids, stewards or stewardesses on ships and hotel servants in countries outside the United States are not reimbursable as miscellaneous expenses as they are part of the per diem rate.
2. In-room movies and video rentals are non-reimbursable expenses

15.150 Extending Business Trips with Vacation Time

1. When an employee extends a business trip using vacation time, the employee will be reimbursed lodging and M&IE for the days doing business for the city, including the travel time.
2. Lodging will be reimbursed, at single room rate, for the days doing city business. Airfare equivalent to round-trip travel to/from business destination will be borne by the city.
3. Expenses related to relatives or other non-city individuals accompanying the employee will be disallowed as reimbursable expenses.

4. All additional costs will be borne by the employee.

15.160 Non-Employee Travel

Travel expenses for non-city employees, such as consultants, speakers, and candidates for positions are reimbursed in accordance with contract for services and vendor payment procedures.

15.170 Insurance

1. In accordance with ARS 28-4009 and 28-3151, a City employee driving a privately owned vehicle on City business must have current vehicle insurance on that particular auto and a valid driver's license.
2. If an employee allows their personal insurance to lapse and is involved in an accident while on City business, the City may pursue further legal or employment action against the employee as an employee should NEVER use their personal vehicle for City business in this circumstance.
3. If a City employee driving a privately owned vehicle is involved in an accident, his/her OWN liability insurance is primary. After the primary limits are exhausted, the City's policy may respond with excess coverage, but only if the individual was acting within the course and scope of his/her employment at the time of the accident.
4. If an employee driving his/her own vehicle on City business is involved in an accident, regardless of fault, the City will not reimburse the individual for any physical damage to the vehicle including any deductible.
5. Should an employee traveling become involved in an accident that results in damage to city property, damage to property of others, bodily injury or some other form of damage to an individual or organization, the accident should immediately be reported to local law enforcement and then the Risk Manager. This must be followed up in writing using the City's Accident Report Form and should include the following information: police report number, location of accident, and names of parties involved with their phone numbers and insurance information.
6. In addition, it is very important that the employee as an individual directly or indirectly involved in an accident, not talk about the accident to anyone other than appropriate individual(s) within the City, their division, the Risk Manager, or an adjuster or attorney representing the City. No discussion should take place concerning the accident nor should any reports be given to any other individual.
7. City insurance coverage that is provided to city employees while on duty, may be jeopardized when a City employee deviates from his/her predetermined travel authorization. These coverage's include worker's compensation and liability insurance.

Appendix A Mileage Chart

Mileage Listing from Flagstaff to other cities

| | |
|----------------|-----|
| Ajo | 250 |
| Ashfork | 49 |
| Benson | 303 |
| Bisbee | 352 |
| Blythe, CA | 243 |
| Casa Grande | 191 |
| Chandler | 165 |
| Clifton | 300 |
| Coolidge | 198 |
| Cottonwood | 48 |
| Douglas | 375 |
| Duncan | 330 |
| Florence | 205 |
| Ft. Huachuca | 328 |
| Fredonia | 195 |
| Gallup, NM | 186 |
| Gila Bend | 206 |
| Glendale | 145 |
| Globe | 224 |
| Grand Canyon | 78 |
| Holbrook | 91 |
| Hoover Dam | 223 |
| Kingman | 161 |
| Las Vegas, NV | 263 |
| Laughlin, NV | 180 |
| Lordsburg, MN | 381 |
| Mesa | 158 |
| Miami | 223 |
| Needles, CA | 226 |
| Nogales | 322 |
| Page | 134 |
| Parker | 244 |
| Payson | 98 |
| Phoenix | 142 |
| Prescott | 90 |
| Safford | 306 |
| St. George, UT | 281 |
| St. Johns | 153 |
| Scottsdale | 153 |
| Sedona | 29 |
| Show Low | 134 |
| Springerville | 183 |
| Superior | 205 |
| Tempe | 152 |
| Tombstone | 324 |
| Tuba City | 79 |
| Tucson | 258 |
| Wickenburg | 150 |
| Wilcox | 338 |
| Williams | 32 |
| Winkleman | 238 |
| Winslow | 58 |
| Yuma | 308 |

Appendix B One-day Round Trip Car Rental plus gas allowance

Current round trip rates are:
\$55 plus

- \$10 for up to 100 miles
- \$20 for 101-200 miles
- \$30 for 201-300 miles
- \$40 for 301-400
- \$50 for 401 miles and greater.

| <u>Travel Allocations Approved by Council</u> | |
|--|-------------|
| Mayor Nabours | \$2,720.57 |
| Vice-Mayor Evans | \$2,720.57 |
| Councilmember Barotz | \$2,720.57 |
| Councilmember Brewster | \$2,720.57 |
| Councilmember Oravits | \$2,720.57 |
| Councilmember Overton | \$2,720.57 |
| Councilmember Woodson | \$2,720.57 |
| | \$19,043.99 |

| | | | | | | Individual Expenses | Combined Running Total |
|--|------------|---|--|--|--|---------------------|------------------------|
| CITY COUNCIL TRAVEL ALLOCATION (INCLUDES REGISTRATION) FY 2014 | | | | | | | \$ 19,043.99 |
| TOTAL TRAVEL FUNDS AVAILABLE | | | | | | | \$ 19,043.99 |
| Current Travel Expenses | | | | | | | |
| 1 | 7/31/2013 | Councilmember Barotz-AZ League of Cities and Towns-Registration Refund | | | | \$ (265.00) | \$ 19,308.99 |
| 2 | 7/31/2013 | Councilmember Barotz- AZ League of Cities and Towns-Lodging Refund | | | | \$ (338.73) | \$ 19,647.72 |
| 3 | 7/31/2013 | Councilmember Overton- AZ League of Cities and Towns-1 Night Lodging Refund | | | | \$ (106.91) | \$ 19,754.63 |
| 4 | 7/31/2013 | Councilmember Brewster-AZ League of Cities and Towns-Registration Refund | | | | \$ (265.00) | \$ 20,019.63 |
| 5 | 7/31/2013 | Councilmember Brewster- AZ League of Cities and Towns-Lodging Refund | | | | \$ (338.73) | \$ 20,358.36 |
| 6 | 8/20/2013 | Mayor - AAED Conference Registration | | | | \$ 250.00 | \$ 20,108.36 |
| 7 | 8/20/2013 | Councilmember Barotz-AAED Conference Registration | | | | \$ 250.00 | \$ 19,858.36 |
| 8 | 8/20/2013 | Councilmember Brewster-AAED Conference Registration | | | | \$ 250.00 | \$ 19,608.36 |
| 9 | 8/20/2013 | Councilmember Woodson-AAED Conference Registration | | | | \$ 250.00 | \$ 19,358.36 |
| 10 | 8/20/2013 | Vice-Mayor Evans-AAED Conference Registration | | | | \$ 250.00 | \$ 19,108.36 |
| 11 | 8/22/2013 | Mayor - Chamber of Commerce - Senator Flake Luncheon | | | | \$ 35.00 | \$ 19,073.36 |
| 12 | 8/22/2013 | Councilmember Barotz - Chamber of Commerce - Senator Flake Luncheon | | | | \$ 35.00 | \$ 19,038.36 |
| 13 | 8/22/2013 | Vice-Mayor Evans - Chamber of Commerce - Senator Flake Luncheon | | | | \$ 35.00 | \$ 19,003.36 |
| 14 | 8/22/2013 | Councilmember Oravits - Chamber of Commerce - Senator Flake Luncheon | | | | \$ 35.00 | \$ 18,968.36 |
| 15 | 8/27/2013 | Vice-Mayor Evans-AAED Conference Registration Refund (CC Workforce Paying) | | | | \$ (250.00) | \$ 19,218.36 |
| 16 | 8/27/2013 | Mayor - AZ League of Cities and Towns-Travel Advance | | | | \$ 215.00 | \$ 19,003.36 |
| 17 | 8/27/2013 | Vice-Mayor Evans-AZ League of Cities and Towns-Travel Advance | | | | \$ 274.00 | \$ 18,729.36 |
| 18 | 8/27/2013 | Vice-Mayor Evans-AZ League of Cities and Towns-Travel Advance (Owed) | | | | \$ (29.95) | \$ 18,759.31 |
| 19 | 8/27/2013 | Councilmember Oravits - AZ League of Cities and Towns-Travel Advance | | | | \$ 217.00 | \$ 18,542.31 |
| 20 | 8/27/2013 | Councilmember Oravits - AZ League of Cities and Towns-Travel Reimbursement | | | | \$ 289.54 | \$ 18,252.77 |
| 21 | 8/27/2013 | Councilmember Overton - AZ League of Cities and Towns-Travel Advance | | | | \$ 159.00 | \$ 18,093.77 |
| 22 | 8/27/2013 | Councilmember Woodson - AZ League of Cities and Towns-Travel Advance | | | | \$ 217.00 | \$ 17,876.77 |
| 23 | 8/27/2013 | Councilmember Woodson - AZ League of Cities and Towns-Travel Reimbursement | | | | \$ 289.54 | \$ 17,587.23 |
| 24 | 8/30/2013 | Councilmember Barotz - Az Science Center Tour Mileage Reimbursement | | | | \$ 85.00 | \$ 17,502.23 |
| 25 | 10/9/2013 | Vice-Mayor Evans- AZ Town Hall Community Outreach Program Luncheon | | | | \$ 10.00 | \$ 17,492.23 |
| 26 | 10/24/2013 | Mayor - Enterprise Rental Car For Council Hopi Mtg | | | | \$ 127.46 | \$ 17,364.77 |
| 27 | 11/15/2013 | Mayor - Bashas - Food for Flagstaff GAMA Mtg | | | | \$ 7.97 | \$ 17,356.80 |
| 28 | 11/15/2013 | Mayor - Subway - Food for Flagstaff GAMA Mtg | | | | \$ 118.08 | \$ 17,238.72 |
| 29 | 12/31/2013 | Vice-Mayor Evans - AZ Town Hall Annual Membership | | | | \$ 100.00 | \$ 17,138.72 |
| 30 | 1/21/2014 | Mayor - US Airways Washington DC | | | | \$ 832.00 | \$ 16,306.72 |
| 31 | 1/21/2014 | Vice-Mayor - US Airways Washington DC | | | | \$ 852.00 | \$ 15,454.72 |
| 32 | 1/21/2014 | Councilmember Overton - US Airways Washington DC | | | | \$ 882.00 | \$ 14,572.72 |

| | | | | |
|----|-----------|--|-------------|--------------|
| 33 | 1/21/2014 | Councilmember Woodson - US Airways Washington DC | \$ 764.00 | \$ 13,808.72 |
| 34 | 1/24/2014 | Chamber of Commerce - Athena Awards Luncheon Table | \$ 360.00 | \$ 13,448.72 |
| 35 | 2/4/2014 | Mayor - Travel Advance Washington DC | \$ 213.00 | \$ 13,235.72 |
| 36 | 2/4/2014 | Vice-Mayor Evans - Travel Advance Washington DC | \$ 213.00 | \$ 13,022.72 |
| 37 | 2/4/2014 | Councilmember Overton - Travel Advance Washington DC | \$ 213.00 | \$ 12,809.72 |
| 38 | 2/4/2014 | Councilmember Woodson - Travel Advance Washington DC | \$ 213.00 | \$ 12,596.72 |
| 39 | 2/12/2014 | Mayor - GAMA Legislative Dinner Phx | \$ 208.39 | \$ 12,388.33 |
| 40 | 2/26/2014 | Mayor - Lodging Washington DC | \$ 421.36 | \$ 11,966.97 |
| 41 | 2/26/2014 | Vice-Mayor Evans - Lodging Washington DC | \$ 421.36 | \$ 11,545.61 |
| 42 | 2/26/2014 | Councilmember Overton - Lodging Washington DC | \$ 421.36 | \$ 11,124.25 |
| 43 | 2/26/2014 | Councilmember Woodson - Lodging Washington DC | \$ 421.36 | \$ 10,702.89 |
| 44 | 3/7/2014 | Councilmember Overton - Travel Airfare Refund (Weather) | \$ (160.99) | \$ 10,863.88 |
| 45 | 3/7/2014 | Vice-Mayor Evans- Travel Airfare Refund (Weather) | \$ (160.99) | \$ 11,024.87 |
| 46 | 3/28/2014 | Councilmember Barotz - AAUW Luncheon Ticket | \$ 25.00 | \$ 10,999.87 |
| 47 | 4/5/2014 | Councilmember Brewster - Goodwill of N AZ Event Ticket | \$ 65.00 | \$ 10,934.87 |
| 48 | 4/23/2014 | Councilmember Oravits - Stop Urban Blight Conference (P&Z Staff Travel Expenses) | \$ 1,001.83 | \$ 9,933.04 |
| 49 | 4/30/2014 | Councilmember Brewster - AAED Spring Confernece Registration | \$ 495.00 | \$ 9,438.04 |
| 50 | 4/30/2014 | Councilmember Brewster - AAED Spring Confernece Lodging | \$ 186.00 | \$ 9,252.04 |
| 51 | 4/30/2014 | Councilmember Brewster - AAED Spring Conference Per Diem | \$ 59.00 | \$ 9,193.04 |
| 52 | 5/13/2014 | Vice-Mayor Evans - Prescott Symposium Lodging | \$ 169.09 | \$ 9,023.95 |
| 53 | 5/13/2014 | Vice-Mayor Evans - Prescott Symposium Per Diem | \$ 164.00 | \$ 8,859.95 |
| 54 | 5/13/2014 | Vice-Mayor Evans - Prescott Symposium Gas | \$ 23.30 | \$ 8,836.65 |
| 55 | 5/13/2014 | Vice-Mayor Evans - AZ Forward Stewardship Summit | \$ 100.00 | \$ 8,736.65 |
| 56 | 5/22/2014 | Vice-Mayor Evans - AZ League of Cities & Towns - Registration | \$ 290.00 | \$ 8,446.65 |
| 57 | 5/22/2014 | Mayor - AZ League of Cities & Towns - Registration | \$ 290.00 | \$ 8,156.65 |
| 58 | 5/22/2014 | Councilmember Barotz - AZ League of Cities & Towns - Registration | \$ 290.00 | \$ 7,866.65 |
| 59 | 5/22/2014 | Councilmember Brewster - AZ League of Cities & Towns - Registration | \$ 290.00 | \$ 7,576.65 |
| 60 | 5/22/2014 | Councilmember Oravits - AZ League of Cities & Towns - Registration | \$ 290.00 | \$ 7,286.65 |
| 61 | 5/22/2014 | Councilmember Woodson - AZ League of Cities & Towns - Registration | \$ 290.00 | \$ 6,996.65 |
| 62 | 6/10/2014 | Councilmember Barotz - AZ League of Cities & Towns - Lodging | \$ 367.12 | \$ 6,629.53 |
| 63 | 6/10/2014 | Councilmember Brewster - AZ League of Cities & Towns - Lodging | \$ 367.12 | \$ 6,262.41 |
| 64 | 6/10/2014 | Councilmember Oravits - AZ League of Cities & Towns - Lodging | \$ 367.12 | \$ 5,895.29 |
| 65 | 6/10/2014 | Councilmember Woodson - AZ League of Cities & Towns - Lodging | \$ 367.12 | \$ 5,528.17 |
| 66 | 6/10/2014 | Vice-Mayor Evans - AZ League of Cities & Towns - Lodging | \$ 367.12 | \$ 5,161.05 |
| 67 | 6/10/2014 | Mayor - AZ League of Cities & Towns - Lodging | \$ 367.12 | \$ 4,793.93 |
| 68 | 6/12/2014 | Councilmember Barotz -Legislative Water Briefing Meeting - Car | \$ 55.00 | \$ 4,738.93 |
| 69 | 6/12/2014 | Legislative Water Briefing - Van Rental | \$ 102.77 | \$ 4,636.16 |
| 70 | 6/12/2014 | Vice-Mayor Evans - AZ Forward Stewardship Summit - Lodging | \$ 102.08 | \$ 4,534.08 |
| 71 | 6/12/2014 | Vice-Mayor Evans - AZ Forward Stewardship Summit - - Per Diem | \$ 58.00 | \$ 4,476.08 |
| 72 | 6/12/2014 | Vice-Mayor Evans - AZ Forward Stewardship Summit - - Gas | \$ 22.75 | \$ 4,453.33 |
| 73 | 6/12/2014 | Legislative Water Briefing - Van Gas | \$ 41.17 | \$ 4,412.16 |
| 74 | 6/12/2014 | Vice-Mayor Evans - AZ Forward Stewardship Summit - Parking Refund | \$ (28.00) | \$ 4,440.16 |

TOTAL TRAVEL ALLOTMENT AND ALLOCATION FOR COUNCILMEMBER BREWSTER

\$2,720.57

| <u>Date</u> | <u>Destination</u> | <u>Reason</u> | <u>Travel Expenses</u> | <u>Budget Remaining</u> |
|--|--------------------|---|------------------------|-------------------------|
| 7/31/2013 | Oro Valley, AZ | AZ League of Cities & Towns - Lodging Canceled | \$ (338.73) | \$ 3,059.30 |
| 7/31/2013 | Oro Valley, AZ | AZ League of Cities & Towns - Registration Refund | \$ (265.00) | \$ 3,324.30 |
| 8/20/2013 | Flagstaff, AZ | AAED Conference Registration | \$ 250.00 | \$ 3,074.30 |
| 4/5/2014 | Flagstaff, AZ | Goodwill of N AZ - Event Ticket | \$ 65.00 | \$ 3,009.30 |
| 4/30/2014 | Tucson, AZ | AAED Spring Conference Registration | \$ 495.00 | \$ 2,514.30 |
| 4/30/2014 | Tucson, AZ | AAED Spring Conference - Lodging | \$ 186.00 | \$ 2,328.30 |
| 4/30/2014 | Tucson, AZ | AAED Spring Conference - Per Diem | \$ 59.00 | \$ 2,269.30 |
| 5/22/2014 | Phoenix, AZ | AZ League of Cities & Towns - Registration | \$ 290.00 | \$ 1,979.30 |
| 6/10/2014 | Phoenix, AZ | AZ League of Cities & Towns - Lodging | \$ 367.12 | \$ 1,612.18 |
| | | | | |
| | | | | |
| | | TOTAL TRAVEL ALLOCATION REMAINING | | \$ 1,612.18 |
| * FYI: FY14 AZ League of Cities & Towns - Registration \$290 & Lodging \$338.73 paid in FY13 | | | | |
| Canceled Oro Valley Conference \$25 cancelation fee from registration | | | | |
| | | | | |
| * FYI: FY15 AZ League of Cities & Towns - Registration \$290 & Lodging \$367.12 paid in FY14 | | | | |

| <u>Travel Allocations Approved by Council (FY15)</u> | | | | | |
|---|-------------|--|--|--|--|
| Mayor Nabours | \$2,720.57 | | | | |
| Vice-Mayor Barotz | \$2,720.57 | | | | |
| Councilmember Brewster | \$2,720.57 | | | | |
| Councilmember Evans | \$2,720.57 | | | | |
| Councilmember Oravits | \$2,720.57 | | | | |
| Councilmember Overton | \$2,720.57 | | | | |
| Councilmember Woodson/Putzova* | \$2,720.57 | | | | |
| | \$19,043.99 | | | | |

*FYI: December 2, 2014 balance to be used by Councilmember Eva Putzova (previously Councilmember Mark Woodson)

| | | | | |
|----|-----------|--|-------------|--------------|
| 34 | 2/25/2015 | Mayor - DC Annual Legislative Trip-US Airways Airfare | \$ 572.10 | \$ 15,512.94 |
| 35 | 2/25/2015 | Mayor - DC Annual Legilsative Trip-Lodging | \$ 526.70 | \$ 14,986.24 |
| 36 | 2/25/2015 | Councilmember Brewster- DC Annual Legislative Trip-Travel Advance | \$ 213.00 | \$ 14,773.24 |
| 37 | 2/25/2015 | Councilmember Brewster-DC Annual Legislative Trip-US Airways Airfare | \$ 611.20 | \$ 14,162.04 |
| 38 | 2/25/2015 | Councilmember Brewster-DC Annual Legilsative Trip-Lodging | \$ 526.70 | \$ 13,635.34 |
| 39 | 2/25/2015 | Councilmember Oravits- DC Annual Legislative Trip-Travel Advance | \$ 213.00 | \$ 13,422.34 |
| 40 | 2/25/2015 | Councilmember Oravits-DC Annual Legislative Trip-US Airways Airfare | \$ 611.20 | \$ 12,811.14 |
| 41 | 2/25/2015 | Councilmember Oravits-DC Annual Legilsative Trip-Lodging | \$ 526.70 | \$ 12,284.44 |
| 42 | 2/25/2015 | Councilmember Brewster-DC Annual Legilsative Trip-Baggage | \$ 50.00 | \$ 12,234.44 |
| 43 | 3/5/2015 | Mayor - CCC&Y Luncheon Ticket | \$ 35.00 | \$ 12,199.44 |
| 44 | 3/5/2015 | Vice-Mayor Barotz - CCC&Y Luncheon Ticket | \$ 35.00 | \$ 12,164.44 |
| 45 | 3/5/2015 | Councilmember Brewster - CCC&Y Luncheon Ticket | \$ 35.00 | \$ 12,129.44 |
| 46 | 3/13/2015 | Mayor - DC Annual Legislative Trip - Amount Owed City | \$ (182.70) | \$ 12,312.14 |
| 47 | 3/13/2015 | Councilmember Oravits- - DC Annual Legislative Trip - Amount Owed City | \$ (72.00) | \$ 12,384.14 |
| 48 | 3/31/2015 | Mayor - DC Annual Legislative Trip - 2/25/15 Dinner | \$ (100.00) | \$ 12,484.14 |
| 49 | 3/13/2015 | Councilmember Brewster - DC Annual Legislative Trip - Amount Owed City | \$ (22.00) | \$ 12,506.14 |
| 50 | 5/11/2015 | Councilmember Brewster - Hydrology & The Law Seminar - Registration | \$ 360.00 | \$ 12,146.14 |
| 51 | 5/12/2015 | Councilmember Evans - Lodging: Prescott Symposium: Sustainability Education | \$ 185.31 | \$ 11,960.83 |
| 52 | 5/12/2015 | Councilmember Evans - Travel Advance: Prescott Symposium: Sustainability Education | \$ 178.00 | \$ 11,782.83 |
| 53 | 5/15/2015 | Councilmember Oravits-DMI Banquet Ticket | \$ 40.00 | \$ 11,742.83 |
| 54 | 5/22/2015 | Mayor - 2015 AZ League of Cities & Towns - Registration | \$ 295.00 | \$ 11,447.83 |
| 55 | 5/22/2015 | Mayor - 2015 AZ League of Cities & Towns - Lodging | \$ 382.49 | \$ 11,065.34 |
| 56 | 5/22/2015 | Vice-Mayor - 2015 AZ League of Cities & Towns - Registration | \$ 295.00 | \$ 10,770.34 |
| 57 | 5/22/2015 | Vice-Mayor - 2015 AZ League of Cities & Towns - Lodging | \$ 382.49 | \$ 10,387.85 |
| 58 | 5/22/2015 | Councilmember Evans - 2015 AZ League of Cities & Towns - Registration | \$ 295.00 | \$ 10,092.85 |
| 59 | 5/22/2015 | Councilmember Evans - 2015 AZ League of Cities & Towns - Lodging | \$ 382.49 | \$ 9,710.36 |
| 60 | 5/22/2015 | Councilmember Oravits - 2015 AZ League of Cities & Towns - Registration | \$ 295.00 | \$ 9,415.36 |
| 61 | 5/22/2015 | Councilmember Oravits - 2015 AZ League of Cities & Towns - Lodging | \$ 382.49 | \$ 9,032.87 |
| 62 | 5/22/2015 | Councilmember Putzova - 2015 AZ League of Cities & Towns - Registration | \$ 295.00 | \$ 8,737.87 |
| 63 | 5/22/2015 | Councilmember Putzova - 2015 AZ League of Cities & Towns - Lodging | \$ 382.49 | \$ 8,355.38 |
| 64 | 5/27/2015 | Councilmember Brewster - Hydrology & The Law Seminar - Travel Reimbursement | \$ 197.00 | \$ 8,158.38 |
| 65 | 5/28/2015 | Councilmember Barotz - APA Workshop Sessions (Sept) | \$ 130.00 | \$ 8,028.38 |
| 66 | 6/1/2015 | Councilmember Brewster DC Expo - Airfare | \$ 856.20 | \$ 7,172.18 |
| 67 | 6/1/2015 | Councilmember Brewster DC Expo - Holiday Inn Lodging | \$ 634.88 | \$ 6,537.30 |
| 68 | 6/1/2015 | Councilmember Brewster DC Expo - Travel Advance | \$ 254.00 | \$ 6,283.30 |
| 69 | 6/2/2015 | Councilmember Evans - Travel Owed City: Prescott Symposium: Sustainability Education | \$ (14.00) | \$ 6,297.30 |
| 70 | 6/5/2015 | Vice-Mayor - APA Membership | \$ 46.00 | \$ 6,251.30 |
| 71 | 6/5/2015 | Vice-Mayor - APA Conference Registration (Nov) | \$ 285.00 | \$ 5,966.30 |
| 72 | 6/5/2015 | Vice-Mayor - APA Conference Lodging (Nov) | \$ 295.09 | \$ 5,671.21 |
| 73 | 6/9/2015 | Councilmember Evans - Lodging: AZ Town Hall Annual Meeting & Orientation | \$ 127.88 | \$ 5,543.33 |
| 74 | 6/9/2015 | Councilmember Lodging Refund: AZ Town Hall Annual Meeting & Orientation | \$ (127.88) | \$ 5,671.21 |
| 75 | 6/12/2015 | Councilmember Evans - Registration: AZ Town Hall | \$ 60.00 | \$ 5,611.21 |

| | | | | | |
|----|-----------|--|---------------|--|-------------|
| 76 | 6/12/2015 | Councilmember Evans - Membership: AZ Town Hall | \$ 100.00 | | \$ 5,511.21 |
| 77 | 6/26/2015 | Councilmember Brewster DC Expo - Reimbursement | \$ (1,000.00) | | \$ 6,511.21 |
| 78 | 6/26/2015 | Councilmember Brewster DC Expo - Amt Owed Employee | \$ 30.92 | | \$ 6,480.29 |
| 79 | 6/26/2015 | Councilmember Brewster - AAED Banquet | \$ 75.00 | | \$ 6,405.29 |
| 80 | 6/30/2015 | Councilmember Putzova - 2015 AZ League of Cities & Towns - Lodging Refund (Goodrich Transfe | \$ (382.49) | | \$ 6,787.78 |
| 81 | 6/30/2015 | Councilmember Putzova - 2015 AZ League of Cities & Towns - Registration Refund -25 (Goodrich | \$ (270.00) | | \$ 7,057.78 |

TOTAL TRAVEL ALLOTMENT AND ALLOCATION FOR COUNCILMEMBER BREWSTER

\$2,720.57

| <u>Date</u> | <u>Destination</u> | <u>Reason</u> | <u>Travel Expenses</u> | <u>Budget Remaining</u> |
|--|--------------------|---|------------------------|-------------------------|
| 7/17/2014 | Phx, AZ | Gov. Tourism Awards Gala Dinner - Lodging | \$ 98.80 | \$2,621.77 |
| 7/17/2014 | Phx, AZ | Gov. Tourism Awards Gala Dinner - Parking | \$ 28.00 | \$2,593.77 |
| 8/19/2014 | Phx, AZ | AZ League of Cities & Towns-Travel Advance | \$ 80.00 | \$2,513.77 |
| 8/19/2014 | Phx, AZ | AZ League of Cities & Towns-Reimbursement (Parking, Meals, Gas) | \$ 87.86 | \$2,425.91 |
| 8/19/2014 | Phx, AZ | AZ League of Cities & Towns-Rental Car | \$ 98.42 | \$2,327.49 |
| 8/19/2014 | Phx, AZ | AZ League of Cities & Towns-Hotel 1 Night Refund | \$ (122.37) | \$2,449.86 |
| 8/19/2014 | Phx, AZ | AZ League of Cities & Towns - Parking | \$ 7.15 | \$2,442.71 |
| 11/2/2014 | Grand Canyon, AZ | AZ Town Hall - Lodging | \$ 571.41 | \$1,871.30 |
| 11/2/2014 | Grand Canyon, AZ | AZ Town Hall - Registration | \$ 552.00 | \$1,319.30 |
| 11/2/2014 | Grand Canyon, AZ | AZ Town Hall - Per Diem, Parking | \$ 95.32 | \$1,223.98 |
| 2/25/2015 | Washington DC | Annual Legislative Trip-Travel Advance | \$ 213.00 | \$1,010.98 |
| 2/25/2015 | Washington DC | Annual Legislative Trip-US Airways Airfare | \$ 611.20 | \$399.78 |
| 2/25/2015 | Washington DC | Annual Legilsative Trip-Lodging | \$ 526.70 | -\$126.92 |
| 2/25/2015 | Washington DC | Annual Legilsative Trip-Baggage | \$ 50.00 | -\$176.92 |
| 3/5/2015 | Flagstaff | CCC&Y Luncheon Ticket | \$ 35.00 | -\$211.92 |
| 3/13/2015 | Washington DC | Annual Legislative Trip - Owed City | \$ (22.00) | -\$189.92 |
| 5/11/2015 | Phoenix, AZ | Hydrology & The Law Seminar - Registration | \$ 360.00 | -\$549.92 |
| 5/27/2015 | Phoenix, AZ | Hydrology & The Law Seminar - Travel Reimbursement (Vehicle/Per Diem) | \$ 197.00 | -\$746.92 |
| 6/1/2015 | Washington DC | Expo - Airfare | \$ 856.20 | -\$1,603.12 |
| 6/1/2015 | Washington DC | Expo - Holiday Inn Lodging | \$ 634.88 | -\$2,238.00 |
| 6/1/2015 | Washington DC | Expo - Travel Advance | \$ 254.00 | -\$2,492.00 |
| 6/26/2015 | Washington DC | Expo - Reimbursement | \$ (1,000.00) | -\$1,492.00 |
| 6/26/2015 | Washington DC | Expo - Amt Owed Employee | \$ 30.92 | -\$1,522.92 |
| 6/26/2015 | Prescott, AZ | AAED Banquet | \$ 75.00 | -\$1,597.92 |
| TOTAL TRAVEL ALLOCATION REMAINING | | | | \$ (1,597.92) |
| FYI: FY15 AZ League of Cities & Towns - Registration \$290 & Lodging \$367.12 paid in FY14 | | | | |

| <u>Travel Allocations Approved by Council (FY16)</u> | |
|---|-------------|
| Mayor Nabours | \$2,720.57 |
| Vice-Mayor Barotz | \$2,720.57 |
| Councilmember Brewster | \$2,720.57 |
| Councilmember Evans | \$2,720.57 |
| Councilmember Oravits | \$2,720.57 |
| Councilmember Overton | \$2,720.57 |
| Councilmember Putzova | \$2,720.57 |
| | \$19,043.99 |

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/21/2015
Meeting Date: 11/03/2015



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Evans to place on a future Work Session agenda review of the Sustainability Commission and Task Force's Plan regarding Plastic Bags.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are three councilmembers interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/21/2015
Meeting Date: 11/03/2015



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Evans to place on a future agenda discussion and possible action regarding the City joining the lawsuit and/or filing an amicus brief re plastic bags.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are three councilmembers interested in placing it on a future agenda.

INFORMATION:

None

Attachments: