

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 17, 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.

ALL ITEMS FROM THE 4:00 P.M. PORTION OF THIS MEETING HAVE BEEN MOVED TO THE 6:00 P.M. PORTION. THERE WILL BE NO 4:00 P.M. PORTION OF THE MARCH 17, 2015, 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 (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments

made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS

7. APPOINTMENTS

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

8. LIQUOR LICENSE PUBLIC HEARINGS

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.

10. ROUTINE ITEMS

RECESS

6:00 P.M. MEETING

RECONVENE

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11. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR 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

- A. **Consideration and Approval of Minutes:** City Council Joint Work Session with Coconino County Board of Supervisors held January 26, 2015; the City Council Work Session of February 24, 2015; and the City Council Regular Meeting of March 3, 2015.

- B. **Consideration of Appointments:** Personnel Board.

RECOMMENDED ACTION:

Make one appointment to a term expiring October 2017.

- C. **Consideration and Approval of Contract:** Fixtures, Furnishings and Equipment, Video and Security System for the Innovation Mesa Business Accelerator and Secondary Emergency Operations Center (***Approve construction contract with Electronic Security Concepts LLC in the amount of \$234,202.00***).

RECOMMENDED ACTION:

- 1) Approve the Construction Contract with Electronic Security Concepts LLC in the amount of \$234,202.00 and a 75 calendar day contract period; and
- 2) Approve Change Order Authority to the City Manager in the amount of \$23,420.00 (10% of contract amount) for unanticipated or additional items of work; and
- 3) Authorize the City Manager to execute the necessary documents

- D. **Consideration and Approval of Contract:** Consideration to award contract for Portable Chemical Toilets (***Enter contract with First Class Sanitation to supply and service portable chemical toilets***).

RECOMMENDED ACTION:

Accept the lowest responsive and responsible bid from First Class Sanitation of Flagstaff, to supply and service Portable Chemical Toilets at the prices shown on the attached bid tabulation.

- E. **Consideration and Approval of Contract:** Consideration to enter into the revised Arizona Mutual Aid Compact ("AZMAC"). (***Approve AZMAC***).

RECOMMENDED ACTION:

Approve the Arizona Mutual Aid Compact and authorize the Mayor to execute on behalf of the City of Flagstaff.

- F. **Consideration of Audited Financial Reports:** Year ending June 30, 2014.

RECOMMENDED ACTION:

Approve the June 30, 2014, Comprehensive Annual Financial Report and the Single Audit Report as recommended by the City of Flagstaff Audit Committee.

14. **PUBLIC HEARING ITEMS**

None

15. REGULAR AGENDA

- A. Consideration of Cancelling Regular City Council Meeting:** April 21, 2015, due to budget scheduling.

16. DISCUSSION ITEMS

- A. Report on City Council Legislative Trip to Washington, D.C.**

17. POSSIBLE FUTURE AGENDA ITEMS

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

None

18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**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: Elizabeth A. Burke, City Clerk
Date: 03/11/2015
Meeting Date: 03/17/2015



TITLE

Consideration and Approval of Minutes: City Council Joint Work Session with Coconino County Board of Supervisors held January 26, 2015; the City Council Work Session of February 24, 2015; and the City Council Regular Meeting of March 3, 2015.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Joint Work Session with Coconino County Board of Supervisors held January 26, 2015; the City Council Work Session of February 24, 2015; and the City Council Regular Meeting of March 3, 2015.

EXECUTIVE SUMMARY:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

INFORMATION:

COUNCIL GOAL

8. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and development

Attachments: [01.26.2015.CCJWS.Minutes](#)
 [02.24.2015.CCWS.Minutes](#)
 [03.03.2015.CCRM.Minutes](#)

MINUTES

1. Call to Order

The Joint City Council/Board of Supervisors Work Session of January 26, 2015, was called to order by Chairman Metzger at 4:03 p.m.

2. Pledge of Allegiance

The audience, City Council and Board of Supervisors recited the Pledge of Allegiance.

3. Roll Call:

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

PRESENT

CHAIRMAN METZGER
SUPERVISOR ARCHULETA
SUPERVISOR BABBOTT
SUPERVISOR RYAN

ABSENT

SUPERVISOR FOWLER

PRESENT

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

ABSENT

COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS

Others present: Interim City Manager Jeff Meilbeck; City Attorney Michelle D'Andrea; County Manager Cynthia Seelhammer.

4. Public Participation:

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None

5. Forest Health Update

Paul Summerfelt with the Flagstaff Fire Department began a PowerPoint presentation which reviewed:

FWPP

ACCOMPLISHMENTS ON CITY & STATE LAND

Implementations

- Equestrian Project – 400 acres

- Observatory Mesa – 80 acres

- Brookbank Meadow – 30 acres (Navajo Nation)

- Completion and Adoption of GFFP Monitoring Framework (Greater Flagstaff Forest Partnership)

- Cost Avoidance Study

- Newman Canyon gauge

- MSO habitat (Mexican Spotted Owl)

EQUESTRIAN PROJECT SURVEY

4.8 out of 5 – overall – good comments very positive

FWPP Accomplishments on City & State Land

Outreach: open houses, presentations, field trips, special events, kiosks, publications, website

Website – Google Earth map – treatments – trail closures, etc.

FWPP Upcoming in 2015

- 500 acres of treatment (City/state)

- Complete Observatory Mesa Stewardship Plan

- Continuing Outreach: open houses, field trips, events, kiosk, publications, videos

Mike Elson, Flagstaff District Ranger with the US Forest Service, then continued the PowerPoint presentation.

USFS – FWPP

ACCOMPLISHMENTS ON THE COCONINO NATIONAL FOREST

- Release of DEIS in July 2014

- 235 acres of hand-thinning

- 200 acres of prescribed burning

- 125 acres of noxious/invasive weed treatments

- 5,172 acres of wildlife surveys

- 3,265 acres of arch surveys

- 8 miles of landline survey

- Resurfacing of Schultz pass road

- Contract awarded for resurfacing of Elden Lookout Road (planned for spring 2015)

- \$1.5 million invested to date

2015 CALENDAR

JAN-MAY Complete formal consultation with SUFWS
Continue hand-thinning and Rx burning

Road maintenance coordination meeting with Coconino County

JUNE-AUG Publish FEIS & ROD (Record of Decision), 45 day objection period/45-day objection resolution period

Begin implementation of orion task order

SEPTEMBER Issue final ROD, initiate contracting for harvesting operations

Annette Fredette, Team Leader with Four Forest Restoration Initiative (4FRI), then continued the PowerPoint presentation:

FOUR FOREST RESTORATION INITIATIVE

CURRENT FEIS AND ROD TIMELINE

FEIS and Draft ROD released December 4

Objection filing period ended January 20

Objection review period January 21 to March 6/April 6

Currently there are 9 objections under review by the regional team

FINAL ROAD

Expected March or April 2015 (depending on whether they extend period)

4FRI IMPLEMENTATION

Restoration treatments not only mechanical treatment and Rx burning, but also:

Road and trail decommissioning

Wildlife habitat improvement

Noxious weed eradication

Stream channel stabilization

Treatments prioritized based on:

Priority watersheds

Urban interface*

Watershed condition framework (6 watersheds at risk)*

4FRI IMPLEMENTATION

4FRI phase 1 contract – 3,300 acres harvested, 29K acres in task orders

21K other acres of outside phase 1 contract

AZGEP leased 37 acres in Williams for new mill – grading beginning on-site

New manufacturing facility in Coconino County (Newpac Fibre)

20K acres of prescribed burning since 10/1

Development of 2 new manufacturing facilities on the west side

NewPac Fibre and new Williams mill site – Good Earth Power (soils & rough cut)

DRAFT FOUR FOREST 10 YEAR RESTORATION HARVEST PLAN

Second map – what is being considered for mechanical treatment across the county

Mayor Nabours asked if when they referred to the Environmental Impact Statement for 4FRI if it was for the entire northern Arizona area, or just a portion around Flagstaff. Ms. Fredette replied that the first EIS covers portions of Coconino and the Kaibab National Forests; it does not cover all four forest areas and does cover the entire 4FRI project area.

Councilmember Brewster asked Mr. Williams if he knew what they were making with the wood at the new 37-acre mill in Williams. Mr. Williams said that Good Earth Power is proposing to start with a soil amendment processing--composting and eventually processing that material to be shipped all over the southwest. He said that there are plans in the future for a

small-diameter sawmill, but they have not shared their future plans much at this point in time.

Councilmember Putzova asked what the substance of the objections was. Mr. Williams said that those are still under review. There are nine objections that are being reviewed this week and they are gleaning the issues, and he could not provide that information at this time.

Diane Vosick, Co-Chair of 4FRI and with the NAU Ecological Restoration Institute provided handouts that tell about 4FRI, noting that there are 30 different organizations that have come together for the last five years, working with the US Forest Service, to help design the first treatment scenario with geography and footprints. She said that they are excited to be at this point. While each of the organizations have diverse positions and work styles, they have had a collective group prepare a letter, and they have been complimentary of the work of the US Forest Service.

STAKEHOLDER GROUP

Ms. Vosick said that once the objection process is finished and the US Forest Service has a signed Record of Decision, the next process goes outside, and it could be in the courts. If that occurs, members of 4FRI are already talking about subsequent legal strategy. That may be a point where they come back to the City/County and consider whether to do an amicus brief, and they would be looking for others to join in that action.

Chairman Metzger said that the collaboration has excelled in the past 20 years to a degree where it does have some standing. They have withstood many challenges in the past and she thanked them for their hard work.

Mike Williams said that it has been a great privilege being a part of this project and it was of historic proportion. They are optimistic and excited about the prospect. He said that the DEIS is the beginning of a much larger project. Right now they are moving ahead; thinning is occurring. They are looking forward to once the objection process is done. He said that he was very proud of the stakeholder group that has supported them along the way; they have had a lot of dialog and controversy.

6. Coconino County Criminal Justice Coordinating Council

County Manager Cynthia Seelhammer introduced Toby Olvera who works in her office. She said that she and Toby attended the National Association of Counties conference and they are evaluating all of the best practices.

Mr. Olvera said that the Criminal Justice Coordinating Council (CJCC) is a great example of a joint partnership. He then gave a PowerPoint presentation which addressed:

CJCC - Overview – Major Projects
CJCC MISSION

He said that the Council exists to promote the safety of the citizens of Coconino County, the efficient and just treatment of offenders, the protection and healing of victims, and to work toward prevention of crime and the reduction of recidivism.

SUBCOMMITTEES

- Behavioral Health
- Systems Performance
- Juvenile Justice

Victim Services

CJCC EXECUTIVE MEMBERSHIP CJCC FULL MEMBERSHIP

CJCC Membership recognized that criminal justice systems need to be more data driven
Can't manage what is not measure
Criminal Justice is often driven by politics

TWO-PRONGED APPROACH

- Substantive - can look on annual basis
- Creating operational functioning measurements (tool to look at flow of cases)

RECIDIVISM STUDY -

- After the commission of a criminal act and the application of some intervention, does the subject engage in future criminal behavior
- Successfully obtained criminal history data for all arrestees going back 5 years
- Random sampling vs. big data approach significance
- Creates performance measurements for justice system programs
- May be able to determine impact of nonjustice programs on recidivism

Vice Mayor Barotz asked if this study was being done by an outside consultant. Mr. Olvera said that it was not a normal study and was not being done at this time. They have attempted to reach out to different groups around the country, trying to build a partnership to come into this county criminal justice system and give them their data. They are the in the process of getting that off the ground. He said that it is not easy and it will not be cheap, but they have high hopes.

Councilmember Putzova asked if they were looking at it being a one-time study or continuing it each year. Mr. Olvera said that they can do a one-time study, but they would like to do it annually so they can trend over time, seeing what effects different changes to services could have.

Mr. Olvera said that this was the first prong of the program; the second was the systems interrelations study and operational functioning which Don Jacobson would be addressing.

SYSTEMS INTERRELATIONS STUDY

- Systems Performance Subcommittee created a dashboard-type tool to measure change in the local justice system
- Utilizes key measurements from various stakeholders including courts, law enforcement, probation, etc.
- Responsibility of data collection will reside in the CJCC
- Plan to utilize NAU criminology interns to do the data collection and computation on a quarterly basis

Mr. Jacobson said that they have identified performance measurements, collected the data and put it in the dashboards. It is critical to look at this over time. This year they started the ongoing process. At this time it is not an automatic process or open to the public for viewing. Right now the criminal justice system has numerous automatic systems, and they hope that in the future they will be able to automatic this process as well. Once the system is up and running the information would be open to the public. He added that with all of the data and information provided, all of the personal identifiers have been removed. They are providing general numbers, not individual cases.

Chairman Metzger said that is was a very ambitious program that has the opportunity to serve great benefits to the citizens. It sounds complex, but they have made great headway.

Mr. Olvera said that everyone is wanting a coordinating council. He said that about ten years ago the Department of Justice started going around, and Flagstaff is one of twelve in the country. They are seeing these are starting to pop up all around the country.

7. City and County Legislative Update

Deputy City Manager Jerene Watson said that Joanne Keene would be reviewing County issues, she would cover City issues and Richard Travis would provide a statewide outlook.

STATE BUDGET OUTLOOK

Mr. Travis said that the Executive budget proposal was to reduce shared revenue by \$8.2 million, which meant about \$700,000 to the City. To offset that they are investing \$2 million in Department of Revenue agents and hope to collect \$16 million in shared revenue to offset the proposed cut. He said that was the biggest single cut to cities and towns. There are several sweeps including Department of Tourism and the Aviation Fund, which are routinely used to match federal grants.

He also discussed the proposed \$75 million cuts in the three universities, which included a \$13.1 million cut to NAU. Community colleges were looking at an \$8.8 million cut in the general fund, but those were only to the three largest--Pima, Pinal and Maricopa.

Joanne Keene then reviewed the impacts to the County. She said that \$558,000 included in the budget in lottery revenue was received by the County for many years. It went away and was reinstated one time last year and is included in the Governor's budget this year. This year it is recommended to reduce that more to cut out Pima, Maricopa, Pinal counties and now Navajo and Mojave will not be receiving that money. The intent is to use it for all of the state services provided through delegation of authority.

Also included is the proposed budget is a continued shift. The County is currently paying for 100% restoration for those housed at the state hospital. The County judges send these individuals down there so it is suggested that the County should be paying them. The County is seeing a big increase from \$400,000 to \$550,000, although these numbers are case dependent.

She said that one of the newest issues seen in the budget is the shift of Department of Juvenile Correction costs to the county. The Governor's budget is requiring 25% of the average cost of youth housed from the County. They are still trying to figure out the impact of this and the logic of why this would be shifted to the County. She said that they send juveniles down there, but it is the Department of Juvenile Corrections that determines how long they stay. She said they expect this cost to be \$550,000; it could be less as it is also population dependent.

She said that the last issue is the payment that all will now be making to the Department of Revenue to process taxes. They expect that to be about \$160,000. There is some confusion at the legislature about whether increasing the number of staff will help compensate for this cost. Also, counties used to have the authority to charge for a property tax collected for special districts. That was taken away, but they may be looking at that option to compensate.

Ms. Watson then reviewed the City of Flagstaff's legislative agenda.

GUIDING PRINCIPLES

Local Control

Council Goals
 Cultivating Partnerships
 STATE SHARED REVENUES
 HURF FUNDING LEVELS INCREASE:
 PENSION REFORM
 FOREST HEALTH
 SUPPORT ED TOOLS
 WATER
 VETERANS AFFAIRS
 FEDERALLY
 Forest Health
 Transportation

Mayor Nabours said that part of the Governor's budget was sweeping of \$15 million from the aviation fund. They have heard about plans to greatly enhance the terminal and features at the Grand Canyon Airport. He asked if that fund of money being swept would put that project on hold. Mr. Travis said that he did not think so, but he would check and send out an e-mail. He said that the Arizona Department of Transportation operates the Grand Canyon Airport.

Mayor Nabours said that he attended a meeting in the morning at the League where they mentioned that when the State Department of Revenue takes over the collection of sales tax they will be charging the City a one-time fee for set up and then an annual percentage as well. Mr. Travis said that was correct. There will be an overall one-time charge of \$2.9 million and then an ongoing charge of \$14 million, split with \$8 million for cities and \$5.9 for counties.

Mayor Nabours said that they have seen that the State is wanting to get payments from cities and counties for the state services provided. He said that perhaps they should consider the expenses incurred for forest thinning on state land, for which they have only paid half. It also occurred to him that in the city and county courts they collect quite a bit of finds that are paid to the State, which they have to administer. He said that there are numerous other examples. Perhaps they should put those together and get them down to the legislature.

Mr. Travis said that they also swept \$75 million from the Arizona Commerce Authority. Chairman Metzger said that this was a difficult time with a lot of moving targets.

She thanked everyone for their work on this and said it was appropriate for them to work together.

8. Public Participation

None

9. Informational Items To/From Chairman, Supervisors and County Manager/Mayor, Council and City Manager.

Supervisor Babbott said that several of them went to the County Supervisors' Legislative Session. The whole notion of whether they get to fund the operational departments of the State was interesting discussion. It was such a disincentive and discourages innovation and creativity. Their money comes in regardless of what they do.

Councilmembers and Supervisors agreed that it was good to meet together and they should follow up once they both have their legislative trips to Washington DC.

10. Adjournment

The Joint Work Session of the Flagstaff City Council and Coconino County Board of Supervisors held January 26, 2015, adjourned at 5:55 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of February 24, 2015, to order at 6:10 p.m.

2. Pledge of Allegiance

3. Roll Call

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

PRESENT

ABSENT

MAYOR NABOURS

NONE

VICE MAYOR BAROTZ (left meeting at 7:51 p.m.)

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

4. Preliminary Review of Draft Agenda for the March 3, 2015, City Council Meeting.*

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

Mayor Nabours asked that Council be prepared to discuss and consider the Community Reinvestment Plan that is scheduled for March 3, 2015. He also asked Council to take a look at the street maintenance map and proposal in advance of the meeting.

5. Public Participation

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speaking. 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.

Ben Murphy, on behalf of Flagstaff Lodging and Restaurant Association, addressed Council regarding the easement in Tusayan and the harm it could cause to tourism in Flagstaff.

6. Presentation from Closing the Gap Coalition

Housing and Grants Administrator Leah Bloom introduced Vice President of Southwest Behavioral Health Services Lauren Lauder and Housing Team Lead of Catholic Charities Camie Rasband.

Ms. Lauder provided a PowerPoint presentation that covered the following:

- CLOSING THE GAP
- COLLABORATIVE COUNCIL
- PARTICIPATING AGENCIES
- SOME HISTORY
- NATIVE AMERICAN CONNECTIONS
- GOALS FOR THE CLOSING THE GAP
- THE DETAILS

Ms. Rasband continued the presentation.

- BRIDGE HOUSE PROJECT
- THE BRIDGE HOUSE AND BEYOND
- THE BRIDGE HOUSE NEXT STEPS
- SUSTAINABILITY

Councilmember Overton asked if there is a lot of turnover at the property. Ms. Lauder explained that the intent is for the home to be permanent housing; there is the possibility that the initial eight people would stay there for the duration and work with Catholic Charities to get them into supportive permanent housing.

Mayor Nabours noted that until the chronic alcoholism is stopped there is a vicious cycle that is difficult to get out of. Ms. Lauder agreed that it is an issue. She stated that while there will be no alcohol use on the property residents will not be required to abstain from alcohol. Research shows that substance abuse will decline as a steady housing situation is presented. There will be treatment and other related services available to residents as well.

Councilmember Putzova asked what would be helpful for Council to think about in terms of future funding or projects. Ms. Lauder stated that they are currently working with the Department of Health Services on housing vouchers and that might be something that the City could assist with as well.

Councilmember Evans asked the plan to make sure that the residents are a positive part of the neighborhood. Ms. Rasband explained that there will be onsite staff at all times and this should help prevent a situation in which people who do not live there are hanging around or moving in. They are also working with the Southside Community to make sure that they are aware of what is going on and to be a part of the group.

7. City of Flagstaff 2015 Student Housing Work Plan Progress and Update

Deputy City Manager Jerene Watson introduced Dr. Sarah Bickle, Executive Vice President and Chief of Staff to the President at NAU.

Ms. Watson stated that an external group is being formed to also provide input and recommendations on the work plan. Staff would like recommendations from Council on individuals they would like to see in the group. The external group will meet for the first time in March and they will help shape and steer the regional plan with possible amendments, neighborhood components and property owner outreach. Also in March, Community Design and Redevelopment Manager Karl Eberhard will work with the team and bring the residential parking permit program back to Council for consideration.

In May 2015 the group will establish standard security conditions for development agreements and zoning ordinances. In June 2015 they will review and assess the current definition of family and also discuss the traffic impact analysis study. In June 2015 they will review the zoning code and examine use by right. In August 2015 the University Liaison to Neighborhoods will be in motion and will report on student housing work plan done by the external working group.

Dr. Bickle continued stating that the University has decided to offer the Office of Student Life and the five individuals that work with student organizations to help start this process. They are looking at the program that serves Colorado State University and trying to develop similar criteria. This service would be for anyone who is having issues with student housing groups. Through the orientation department the University would provide all students that do not apply for university housing the handbook "A Guide to Living Off Campus." It would provide educational information on how to be good neighbors and citizens as well as the laws that would pertain to their activity and helpful information to those living off campus such as how to be a good renter, how to work with a roommate and how to host a successful social event within city ordinances.

Dr. Bickle extended an invitation to the City and other community services to participate in NAU's welcome events to introduce themselves and their services to the first year and continuing students.

Mayor Nabours thanked Dr. Bickle and the University for their role in the program.

8. Discussion of possible amendment to City Charter to address municipal election dates

City Clerk Elizabeth Burke provided a PowerPoint presentation that covered the following:

- ELECTIONS IN FLAGSTAFF
- AGENDA
- COUNCIL DECISIONS REQUIRED
- HISTORY OF ELECTIONS
- OPTIONS – ELECTION DATES
- OPTIONS #1, #2, OR #3 – PROS/CONS
- OPTION #4
- PRIOR YEARS DATA
- ELECTION COST COMPARISON
- OPTIONS – QUESTION TO VOTERS
- QUESTIONS/COUNCIL DIRECTION

Mayor Nabours asked when the next election would be if the elections were set for the spring of even numbered years. Ms. Burke stated that the next election would be in May 2016 if the voters approved it in the August 2015 election. Mayor Nabours asked if the people that were elected in November 2014 would come up for election in May of 2018. Ms. D'Andrea confirmed that and Ms. Burke stated that the term of the Mayor would be extended to 3.5 years. Councilmember Oravits pointed out that if the elections were changed to Spring of even numbered years in 2020 all council seats would be up for election.

Mayor Nabours asked if multiple questions could be asked on the ballot to see what the public would like in terms of election dates. Assistant City Attorney Anja Wendel stated that the Council could put more than one Charter question on the ballot but there would be problems if more than one was approved. It would be necessary to pose the questions one at a time to avoid any overlap in approval to happen.

Councilmember Putzova stated that the most important consideration is how the election date will impact voter turnout; the Council should aim to maximize the turnout. Councilmember Brewster stated that even though statistics show state and national elections bringing in a higher percentage of voters there is no break out in the reports that show how many local people voted. Ms. Burke stated that staff tried to get this information from the County but it was unavailable. She added that while the Flagstaff precincts can be tallied to create a number there are a few precincts that include people outside the city limits.

Mayor Nabours stated that if the elections are done in conjunction with the state and federal elections then an all mail election is not possible whereas a spring election could be all mail. Councilmember Oravits asked what triggers the need to have a polling place election. Ms. Burke explained that the only requirement there is on election dates is that of increasing sales taxes; that election must be done at a City general election.

The following individuals addressed Council in support of a fall election in even numbered years:

- Jane O'Donnell
- Moran Henn
- Emily Ross
- Marilyn Wisemann
- Jim McCarthy

The following comments were received:

- Getting higher voter turnout and greater representation is the most important thing.
- November elections work for getting people involved, the City should pursue it.
- Outreach opportunities for voting are greater when City elections are done in conjunction with state and federal elections.
- Partisanship is present in all elections; voter turnout is what is important.
- Will need to address the issue of how no party designated and independents get their ballots.
- Both parties are very active in the non-partisan election cycles. The real effect of changing the elections to spring would be less voter turnout.

Stuart McDaniel addressed Council in support of a spring election in odd numbered years stating that focusing on local issues is critical. Having a mail only election also increases voter turnout and Flagstaff is used to having its election in the spring.

Mayor Nabours stated that he would like staff to research if there is a way of presenting all options to the voters to let them decided.

Councilmember Oravits asked what the deadline is for Council to make a decision on the election dates. Ms. Burke stated that if the Council wants to move forward with putting the question on the August ballot the question would need to be called on the meeting of April 21, 2015.

Councilmember Oravits asked if the question is put on the ballot and it fails if the City would default to the state election date. Ms. Wendel stated that if the question failed the City would have a charter where the election dates do not match and would default to the November election with the state. Ms. D'Andrea added that if Tucson and Phoenix are successful with the appeal and charters prevail the City could arguably go back to the spring of even years; however, it is difficult to predict the outcome with any certainty.

A break was held from 7:51 p.m. through 8:04 p.m. at which time Vice Mayor Barotz left the meeting.

9. Boards and Commissions - Process Update and Proposed Manual Changes

Ms. Burke provided a PowerPoint presentation that covered the following:

- CURRENT BOARDS AND COMMISSIONS
- BACKGROUND

Deputy City Clerk Stacy Saltzburg continued the presentation.

- BOARD AND COMMISSION OUTREACH
- PAST MEMBERSHIP SELECTION
- CURRENT COUNCIL INTERVIEW TEAM SELECTION
- INTERVIEW TEAM CONSIDERATIONS

Mayor Nabours asked if there is a process in place that checks to see if the same interview team was used for past appointments on the same commission. Ms. Saltzburg explained that she does not go back to check past interview teams but if that is something that Council would like to have checked she can work that into the process.

Mayor Nabours asked Councilmember Evans if the presentation covered what she had requested. Councilmember Evans stated that it had and it allowed the Council and the public to further understand how the process works and how the interview teams are selected.

Councilmember Putzova stated that she would like to see more women represented on boards and commissions. She suggested increasing the outreach to focus on bringing more women to the applicant pool. Ms. Saltzburg stated that it is a good observation and indicated that staff is open to any recommendations on how to increase outreach to that or any other demographic. Councilmember Putzova added that she would like to see gender and diversity added to the list of considerations. Councilmember Brewster stated that she is not certain that categorizing people into certain groups would be beneficial to the process and would have concerns about considering people simply based on demographic.

Ms. D'Andrea continued the presentation.

- PROPOSED MANUAL CHANGES

Mayor Nabours stated that he likes the proposed six month rule but that it does not address the contingency of resignation should the commissioner apply for another commission while in office. He asked if the intent is to prohibit the application unless they resign their current seat or allow it. Ms. D'Andrea stated that the intent when drafting the changes was to allow a current commissioner in the last six months of their term to apply for another commission and

finish out their remaining term. Councilmember Overton stated that he would like to see commissioners fulfill their commitments to their current commission and would like to see a resign to run requirement if the commissioner is not within six months of their term expiring.

Mayor Nabours also asked that “as required by law” be added to the liaison section for better clarification.

Ms. Burke continued the presentation.

- UPDATE – STREAMING

Councilmember Oravits asked for information on the cost estimates for increasing the meetings with the streaming vendor. Ms. Burke explained that staff’s recommendation is to increase the meeting number to 200 which would be an additional \$10,000 per year.

10. Overview of City Council Legislative Trip to Washington D.C.

Deputy City Manager Josh Copley provided a presentation that covered the following:

- COUNCILMEMBER REPRESENTATIVES
- MEETING WITH FAA
- MEETING WITH OMB OFFICE
- MEETING WITH HOUSE NATURAL RESOURCE SUBCOMMITTEE
- MEETING WITH SENATOR FLAKE
- MEETING WITH ARMY CORP OF ENGINEERS
- MEETING WITH CONGRESSMAN GOSAR
- MEETING WITH CONGRESSWOMAN ANN KIRKPATRICK
- MEETING WITH OFFICE OF UNDER SECRETARY OF AGRICULTURE
- MEETING WITH SENATOR JOHN MCCAIN’S OFFICE

11. Possible Future Agenda Item: Request by Councilmember Putzova to place the consideration of a Council Resolution pertaining to DACA (Deferred Action for Childhood Arrivals) on a future agenda.

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Coral Evans to postpone this item to the next meeting of March 3, 2015 as a Possible Future Agenda Item.

Vote: 7 - 0 - Unanimously

12. Review of Draft Agenda Items for the March 3, 2015, City Council Meeting.*

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

None

13. Public Participation

None

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

Councilmember Brewster stated that she hopes that the Washington D.C. trip is successful and the City is able to see some results.

Councilmember Evans requested a Possible Future Agenda Item for a resolution against the Federal Forest Service Easement in Tusayan. This action will have negative effects on the environment and tourism in Flagstaff.

She also requested a memo from staff regarding the status of the water at the Red Gap Ranch wells including the quality of the water and the draw down effect of the springs.

She also offered a thank you to the Greater Flagstaff Chamber of Commerce for their Winter Fest event on Fourth Street; it was a great event and she was happy to see an event on Fourth Street. She thanked Cal Ranch and Pepsi for being partners.

Councilmember Evans also noted that there was a soft opening for the Market of Dreams located on Fourth Street in the same parking lot as Cal Ranch. This is a micro entrepreneurship program and multi-cultural marketplace.

Councilmember Oravits also stated that the event on Fourth Street was a great event. He also stated that it was great meeting with the Governor last week.

Mayor Nabours reported that last Tuesday he and Councilmember Oravits had a private meeting with Governor Ducey to discuss the items on the City's State legislative agenda and the Governor was extremely receptive to the issues. They also spent time with Representative Gosar and other state representatives. It was a great opportunity to advance the City agenda.

15. Adjournment

The Flagstaff City Council Work Session of February 24, 2015, adjourned at 8:53 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 3, 2015
COUNCIL CHAMBERS
211 WEST ASPEN
4:00 P.M. AND 6:00 P.M.

4:00 P.M.

1. CALL TO ORDER

Mayor Nabours called the meeting to order at 4:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT

ABSENT

MAYOR NABOURS
VICE MAYOR BAROTZ (telephonically)
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

NONE

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes** : City Council Work Session of January 13, 2015; Special Meeting (Executive Session) of January 27, 2015; Work Session of January 27, 2015; Regular Meeting of February 17, 2015; Special Meeting (Executive Session) of February 17, 2015; and the Special Meeting (Executive Session) of February 24, 2015.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to approve the minutes of the City Council Work Session of January 13, 2015; Special Meeting (Executive Session) of January 27, 2015; Work Session of January 27, 2015; Regular Meeting of February 17, 2015; Special Meeting (Executive Session) of February 17, 2015; and the Special Meeting (Executive Session) of February 24, 2015.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

None

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

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

Moved by Councilmember Karla Brewster, **seconded by** Councilmember Jeff Oravits to appoint Lynne Corbin to the Heritage Preservation Commission as an At-Large member, with a term expiring December 2016.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Pamela Hentschel, "Flagstaff General Store", 5270 N. Hwy. 89, Series 10 (beer and wine store), New License.

Mayor Nabours opened the Public Hearing. There being no public input, he then closed the Public Hearing.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Scott Overton to forward a recommendation of approval to the State.

Vote: 7 - 0 - Unanimously

9. CONSENT ITEMS

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

- A. Consideration and Approval of Contract:** Lake Mary Well #2 Waterline Replacement..

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to approve the construction contract with McDonald Bros Construction in the amount of \$417,448 (includes a \$24,000 contract allowance) and a contract time of 122 calendar days; approve Change Order Authority to the City Manager in the amount of \$17,000 (10% of the contract amount, less allowance); and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

10. ROUTINE ITEMS

- A. Consideration and Approval of Contract:** Construction Manager at Risk Construction Contract for Street Maintenance Program 2015 (**Approve agreement with C and E Paving and Grading, LLC**) .

Capital Improvements Engineer Bret Peterson gave a PowerPoint presentation in review of this item, noting that he was speaking on behalf of the entire team.

- ROADS MATTER TO FLAGSTAFF
- ROAD REPAIR AND STREET SAFETY TEAM
- WORK BEGINS IN MARCH 2015 AND CONTINUES OVER NEXT 20 YEARS
- MOST OF THE SIGNIFICANT ROAD REPAIRS AND SAFETY IMPROVEMENTS, INCLUDING MANY WATER AND SEWER LINE REPAIRS, WILL TAKE PLACE OVER NEXT 7 YEARS
- EVERY STREET IN FLAGSTAFF WILL BE IMPACTED
- KEY CONSIDERATIONS
- UPCOMING DATES
- COMMUNICATION PRIORITIES
- PUBLIC NOTIFICATION AND COMMUNICATION
- SURFACE OVERLAY – SPRING AND SUMMER 2015
- CHIP SEALING SPRING AND SUMMER 2015

Councilmember Oravits asked Mr. Peterson to e-mail the Council with a listing of the streets anticipated for the Chip Seal and Overlay projects.

Mr. Peterson explained that they anticipate the first phase to be done before July 4 of this year, as long as things go smoothly, and then the second phase will be on the east side. He said that everything being done this construction season will be overlay, not reconstruction, because that has to be designed first.

Councilmember Overton commended staff for pushing this forward as quickly as they did. He said that he understood they were using Construction Manager at Risk method for this phase. He said that he wanted to advocate for getting as much in lane miles as possible and hope they will consider using other methods of contracting as well.

Mr. Peterson said that the current contract with C&E is restricted to surface work--chip seal and overlay. He said that they do anticipate using other tools for delivery in the future phases.

Mr. Peterson also credited Dan Holmes, who just recently retired two weeks ago, for the significant amount of time put into getting ready for this project. He said that their team has been working closely together and they are confident they can carry this forward.

Councilmember Putzova said that she had received an e-mail regarding drainage issues in a neighborhood. She understood this was not the phase in which this would be addressed, but she asked if there was anywhere on the City's website where citizens can go to see what areas will be improved by this project.

Assistant to the City Manager Stephanie Smith said that they do have a dedicated website which is live and it includes maps and a list of overlay projects. She said that it is dynamic and they will continue to grow the website but there is basic information available at this time.

Mayor Nabours asked for an explanation of the difference between a chip seal and overlay. Mr. Peterson said that a chip seal is pavement preservation, to revitalize some of the textures and seal it so it does not absorb water. With an overlay, they will mill an inch or two of the existing surface and repave with new asphalt over the top.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to approve the Construction Manager at Risk Construction Contract with C and E Paving and Grading, LLC in an amount not to exceed \$3,424,179.29 for Guaranteed Maximum Price (GMP) #1 (Overlay projects and annual airport crack seal), and an amount not to exceed \$2,779,486.39 GMP #2 (Chip Seal projects); authorize Change Order Authority of 5% each for GMP #1 in the amount of \$ 171,208.97, and for GMP #2 in the amount of \$ 138,974.32 to cover potential costs associated with unanticipated or additional items of work; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

- B. Consideration and Approval of Contract:** Consideration of authorizing the acceptance of revisions to the IGA with Coconino Community College (CCC) for resource sharing **(Approve IGA with CCC for sharing resources)** .

Fire Chief Mark Gaillard said that this allows for more flexibility and saves money with respect to how they administer the sharing of resources between the City and Coconino Community College (CCC). Additionally, CCC applied for a grant and they are in support of their Firefighting Training Program. If awarded, the grant will provide a nice piece of equipment, breathing apparatus, which will be available in the region for emergency responses. He said that Dr. Monica Baker from CCC was present if they had any questions.

Mayor Nabours said that it was an admirable program that has been going on for several years with great success. Councilmember Brewster asked Dr. Baker how many students were involved in the program. Dr. Baker said that currently they are training 20-22 students in Firefighting I and II. As far as majors, they usually graduate about eight a year with an AAS degree which provides a nice hiring pool for the region. She added that they were the only agency around Flagstaff that provides this training, as well as emergency medical services training.

Moved by Councilmember Karla Brewster, **seconded by** Councilmember Eva Putzova to approve the IGA and authorize the Mayor to sign the IGA on behalf of the City of Flagstaff.

Vote: 7 - 0 - Unanimously

- C. Consideration and Adoption of Ordinance No. 2015-01:** An ordinance of the Mayor and Council of the City of Flagstaff, Arizona amending Title 10 Section 20 of the City Code regarding Subdivision Assurances.

Moved by Councilmember Karla Brewster, **seconded by** Councilmember Eva Putzova to read Ordinance No. 2015-01 by title only for the final time.

Vote: 5 - 2

NAY: Councilmember Jeff Oravits
Councilmember Scott Overton

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, ZONING CODE, CHAPTER, 20, ADMINISTRATION, PROCEDURES AND ENFORCEMENT, DIVISION 100, ASSURANCE OF PERFORMANCE FOR CONSTRUCTION AND REPEALING CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to adopt Ordinance No. 2015-01.

Vote: 5 - 2

NAY: Councilmember Jeff Oravits
Councilmember Scott Overton

- D. **Consideration and Approval of Agreement:** Intergovernmental Agreement between City of Flagstaff and Coconino County for election services for the May 19, 2015, Special Election.

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Karla Brewster to approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the May 19, 2015, Special Election.

Vote: 7 - 0 - Unanimously

- E. **Consideration and Adoption of Resolution No. 2015-05:** A resolution abandoning the Emergency Access Easement on Lot A of the Final Plat of the Marketplace/Flagstaff Auto Park and authorizing the Mayor to execute any necessary documents.

Assistant to the City Manager for Real Estate David McIntire said that the easement crosses Tract A of the plat connecting Railhead Avenue with Marketplace Drive. It was originally required to provide a fire station located on Railhead Avenue with access to Marketplace Drive in order to ensure appropriate response times during the development of the area. Staff historical research has indicated that the easement was originally intended to be temporary, however the language on the plat does not provide for automatic abandonment and there has been no legal documentation of that fact. The fire station has since been sold and is no longer in public service. According to the Flagstaff Fire Department there is no further need for the easement and they are supportive of its abandonment through the required process. The easement is currently improved and is being used by private parties as a through road which is not generally an allowed use for an Emergency Access Easement.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to read Resolution No. 2015-05 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING AN INSTRUMENT OF RELEASE AND RECONVEYANCE OF AN EMERGENCY ACCESS EASEMENT ON TRACT A, OF THE MARKETPLACE/FLAGSTAF AUTO PARK

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to adopt Resolution No. 2015-05.

Vote: 7 - 0 - Unanimously

- F. **Consideration and Adoption of Resolution No. 2015-06:** A resolution abandoning the 1' No Access Easement on Lot 13 of the Falcon Ridge Subdivision as shown on Sheet 2 of the Final Plat and authorizing the Mayor to execute any necessary documents.

Mr. McIntire said that this easement is located along the border of the parcel which fronts Sparrow Avenue. Discussions with City of Flagstaff Traffic and Development Engineers and discussion with the City of Flagstaff Property and Development Team concluded that there is no apparent and compelling reason to maintain the easement. The plat does not make it clear who the intended beneficiary was nor what the intended benefit was. This type of easement is usually used to protect an urban trail or prevent access to a road where it would be inappropriate. In this case neither situation is relevant.

Letters were sent to all owners within 300' of the easement and signs posted on the property announced the Planning and Zoning meeting where this item was considered. In addition an advertisement was printed in the Arizona Daily Sun. There was one response received via telephone from the owner of a nearby property supporting the abandonment and no concerns expressed from staff.

Mayor Nabours asked if this was requested by Lot 13. Mr. McIntire replied that it was; he was hoping to put in an attached garage with access but this impeded his ability to do so. Additionally, Community Development had no problems with the request.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to read Resolution No. 2015-06 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING AN INSTRUMENT OF RELEASE AND RECONVEYANCE OF ONE FOOT NO ACCESS EASEMENT ON LOT 13 OF THE FALCON RIDGE SUBDIVISION

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to adopt Resolution No. 2015-06.

Vote: 7 - 0 - Unanimously

RECESS

Mayor Nabours recessed the 4:00 p.m. portion of the meeting of March 3, 2015, at 4:42 p.m.

6:00 P.M.

RECONVENE

Mayor Nabours reconvened the meeting of March 3, 2015, at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. ROLL CALL

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

PRESENT

ABSENT

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER (telephonically)
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

NONE

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea.

12. PUBLIC PARTICIPATION

The following individuals address the Council:

- Barry Brenneman, questioning staff having the responsibility to approve reclaimed water agreements
- Leslie (?), supporting in-state tuition for Dreamers

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

None

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2015-02: _ A resolution of the Mayor and Council of the City of Flagstaff, Arizona adopting the Community Reinvestment Plan (*Community Reinvestment Plan*)**

Community Design and Redevelopment Manager Karl Eberhard said that previously the Council had two comments. One was to put back in the earlier annotations and the other was to delete the empty building tax. What was before the Council did those two things.

Mr. Eberhard said that once this resolution was adopted it would become a policy of the City, but staff would still have to do a lot of follow-up steps, and would come back one at a time with specific actions to be considered at a future time.

Mayor Nabours said that staff has captured the Council's thinking from prior meetings well and he liked the way he set it out. He said that he had no issues with the content, but had a couple of legal questions. He said that it occurred to him that the narrative, which he appreciates, should be in a separate document from the resolution. He said that an example was in #2 which states the Council will adopt zoning changes. He said that perhaps they need to say "consider and may adopt" to provide less restrictive language.

Ms. D'Andrea said that it would make sense. She said that when she looks at the language in the policy it indicates that there is going to be possible implementation strategies, with

further evaluation. But, when they look at the objectives it reads, "will change regulatory requirements..." which could be seen as tying the Council's hands. She said that some change in the language would be acceptable. She said that if Council was interested in making those kind of changes, her office would be happy to work with staff to make them.

Councilmember Evans said that when they look at the document, one of her fears is if they weaken the wording they would weaken the intent. She was concerned with how staff would consider that. She said that in looking at other documents of the City, when they have gone from mandatory to suggestive, the suggestions sometimes stay on the shelf.

Ms. D'Andrea said that Council could adopt this as it is now, but she wants them to understand that they are binding themselves to doing things that are not yet spelled out. She said there are mechanisms available to show they want to consider it without binding themselves.

Mr. Eberhard said that if Council's direction was to look at a lower level of commitment, it would be best to allow staff to go back and wordsmith it, and bring it back at a later date.

Mayor Nabours said that he likes the provisions that allow the engineer to waive small items, and the Community Development Director. He likes those kind of things and does not want to lose them; and he wants to keep it moving forward.

Mr. Eberhard recapped that there was consensus with the intent of the document and they were supportive of him meeting with Legal and do some wordsmithing, and bring it back for future action within the next four to six weeks.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to postpone action on this item to future date to be set by the City Manager.

Vote: 7 - 0 - Unanimously

- B. Consideration and Approval of Preliminary Plat PPPL2014-0006:** Request for Preliminary Plat approval from Evergreen-Trax, LLC, for the subdivision of approximately 27.2 acres into 18 lots. The proposed commercial development, known as The Trax, is located at the southwest and southeast corners of Route 66 and Fourth Street within the Highway Commercial (HC) zone (conditional). ***(Subdivision of 27.2 acres into 18 lots located at the southwest and southeast corners of Route 66 and Fourth Street)*** .

Planning Development Manager Elaine Averitt reviewed the preliminary plat for the TRAX development, providing a PowerPoint presentation which addressed:

- PROPERTY – CONSISTS OF 27.2 ACRES
- CITY SYSTEMS IMPACTS
- WATER/WASTEWATER
- RECOMMENDATION

She said that Evergreen's civil engineering group is working to respond to and incorporate the three conditions of the Planning and Zoning Commission into their public improvement plans. She said that Amy Hagin with FMPO Engineering staff was available to assist with any engineering questions.

Mayor Nabours asked if what was being presented is what they anticipated. Ms. Averitt responded that it was.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to approve the Preliminary Plat as recommended by the Planning and Zoning Commission [with the following conditions: 1) All new street lights that are required to be constructed on Route 66 between Arrowhead and 4th St, shall be constructed along with Unit 1; 2) Show the existing streetlight on 4th street that is adjacent to Unit 23) The extension of the dual left turn lane on Huntington requires widening of the eastbound side of the road in order to accommodate the added storage, gap, and relocated taper. This must be constructed prior to the development of the Parcel on the northwest corner of Huntington and 4th St. or before construction permits for the last parcel in Unit 1 (which ever comes first). In the interim, the added storage of the dual left turn lane may be achieved by restriping the existing turn and travel lanes. Staff will work with the engineer during development of the public improvement plans for Unit 1 to design an acceptable striping plan].

Vote: 7 - 0 - Unanimously

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

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

- A. Possible Future Agenda Item:** Request by Councilmember Putzova to place the consideration of a Council Resolution pertaining to DACA (Deferred Action for Childhood Arrivals) on a future agenda.

Councilmember Putzova said that she hoped to have support to move this onto a regular agenda. Councilmember Evans said that she supported the resolution and urged the rest of them to move it forward.

Councilmember Brewster said that she thinks that what needs to be done needs to be done through the state legislature. She does not feel that adopting this resolution will have any impact.

Councilmember Evans said that she did not disagree that in the end it is up to the Board of Regents, but this is an issue that is longstanding. They have a university looking at cuts and this is one way to get more students.

Vice Mayor Barotz said that she supported moving this forward as well.

Mayor Nabours said that it appeared that they had three members of the Council in support and it would move forward. Councilmember Putzova said that it was her understanding that this would need to be brought back to a special meeting to meet the time constraints, and they agreed it would be up to the City Manager to get it on a Special Meeting agenda.

- B. Possible Future Agenda Item:** Request by Councilmember Evans to place the consideration of a Council Resolution opposing the approval by USFS of an easement to Tusayan on a future agenda.

Councilmember Evans said that she was looking for three members interested in moving this forward to next week's Special Meeting agenda. Vice Mayor Barotz and Councilmember Oravits said they supported moving it forward. Mayor Nabours said that they would need more information on this.

- C. Possible Future Agenda Item:** Request by Councilmember Oravits to place the consideration of a Police Department Roundtable on staffing needs and possible solutions on a future agenda.

Councilmember Oravits said that he would like to have a roundtable to consider ways to improve the retention rate at the Flagstaff Police Department. Councilmember Putzova asked if they would have further discussion about personnel in the context of the budget. It seemed like this was a budget issue. Councilmember Oravits said that the budget is part of the short-term solution, but his request is looking out to the next three to five years.

Councilmember Brewster said that she thought it was something to be looked at and addressed in the purview of the employees overall, but she would be supportive of a roundtable.

Councilmember Evans asked if it would include discussion on dispatch as well and what he meant by roundtable. Councilmember Oravits said that he would like to include dispatch. He said that by "roundtable" he would like to sit at the back table and have the Council and Police Chief, and others to be determined by the City Manager, to discuss the issue in depth.

Councilmember Evans said that she was fine, but one thing she would be interested in is what other departments are doing to address retention.

Mr. Meilbeck said that Chief Treadway has put together a CCR on this issue and generally the budget discussion is the opportunity to open up some of these issues. He would like to get back with the Chief and the budget team to see if a work session is the best way to address this. Councilmember Oravits said that he would like it separate to give it the focus, as they have done with other things in the past.

Vice Mayor Barotz said that if they are having the meeting at the back table, she would ask that they be seated in a manner that their backs are not to the public. Mayor Nabour said that when they are at the table it is a more informal setting and allows for a smoother give and take dialogue. Councilmember Oravits said that he wants the public there and wants to hear from them as well.

Mr. Meilbeck said that he heard that they wanted a less formal setting, for problem solving purposes, separate from the budget, at which they could engage staff and the public. He would get with staff and get something scheduled.

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

Councilmember Oravits reported that they had a good, quick trip to Washington D.C. on which they would report more later.

Councilmember Evans said that she recently sat down with NAU President Cheng where they discussed the potential budget impacts they are facing. She said that NAU's economic impact is \$1.8 billion annually and they are looking at a \$15 million cut. She would propose a resolution from Council in support of the economic benefits of the university and President Cheng said she would be glad to come to a future meeting to discuss their impact. Mr. Meilbeck said that he would add this topic as a Possible Future Agenda Item.

Councilmember Oravits added that he was recently talking with Utilities Director Brad Hill who told him that Lake Mary filled up to almost 60% this past weekend.

Mayor Nabours asked for a Possible Future Agenda Item to review the number of bars and liquor licenses in the downtown area and the legalities of when they might consider not recommending approval. He would like to have that discussion before they are considering any specific request.

Vice Mayor Barotz said that if the legislation being considered statewide to allow concealed weapons in public buildings, they should include funding in the budget to provide the necessary equipment to protect themselves.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held March 3, 2015, adjourned at 6:54 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
) ss.
Coconino County)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 3, 2015. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 17th day of March, 2015.

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 03/11/2015
Meeting Date: 03/17/2015



TITLE:

Consideration of Appointments: Personnel Board.

RECOMMENDED ACTION:

Make one appointment to a term expiring October 2017.

Executive Summary:

The Personnel Board consists of seven citizen members, and conducts hearings to ensure due process for regular, classified employees who are dismissed, demoted, or suspended without pay. The Board forwards all recommendations to the City Manager who has final authority in all personnel matters. There are currently two seats available. It is important to fill vacancies on the Board quickly so as to allow the Board to continue meeting as needed.

There is one application on file for consideration by the Council.

Anita Burns (new applicant)

COUNCIL INTERVIEW TEAM: Councilmember Putzova and Vice Mayor Barotz.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

- 1) Appoint one Board Member: By appointing a member at this time, the Personnel Board will be at near full membership, allowing the group to meet and provide recommendations to the City Manager.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: [Personnel Board Roster](#)
 [Personnel Board Authority - Ord 1116](#)
 [Personnel Board Authority - Ord 1146](#)
 [Personnel Board Authority - Ord 1198](#)
 [Personnel Board Applicant Roster](#)
 [Personnel Board Applications](#)



City of Flagstaff, AZ

PERSONNEL BOARD MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Davis, Terry</u> Retired P.O. Box 30547 Flagstaff, AZ 86003-0547 Cell Phone: 602-885-5218 Term: (1st 10/07-10/12; 2nd 10/12-10/17)	10/16/2007	10/17	10/08/2008
<u>Pizzi, John J.</u> Private Investigator/Self 1777 W. Univ. Heights Drive So. Flagstaff, AZ 86001 Home Phone: (928) 214-0930 Term: (1st 9/05-10/10; 2nd 10/10-10/15)	10/18/2011	10/15	10/08/2008
<u>Ringenberg, Corey</u> Sergeant/Coconino County 2488 W. Coronado Ave Flagstaff, AZ 86001 Cell Phone: 928-600-1023 Term: (1st 2/14-10/16)	02/13/2014	10/16	10/27/2014
<u>Sauer, Dietrich</u> Director of Human Resources/Flagstaff Unified School District 4981 S. Topaz Road Flagstaff, AZ 86001 Cell Phone: 928-221-3435 Term: (1st 10/07-10/12; 2nd 10/12 - 10/17)	10/01/2013	10/17	10/08/2008



City of Flagstaff, AZ

Snow, Cathy**11/22/2011****10/16****03/12/2013**

Asst. Director, Human Resources/Northern
Arizona University
4005 Lake Mary Rd. #13
Flagstaff, AZ 86001
Cell Phone: 928-853-1358
Term: (1st 11/11-10/16)

Z-VACANT,**10/17****No****Z-VACANT,****10/15****No**

Staff Representative: Shannon Anderson**As Of: February 12, 2015**

CITY OF FLAGSTAFF

ORDINANCE NO. 1116

AN ORDINANCE ADOPTING PERSONNEL POLICIES OF THE CITY OF FLAGSTAFF-1980; REPEALING ORDINANCE NOS. 971, 1041, 1063, 1067 AND 1103; REDEFINING OFFICERS AND EMPLOYEES SUBJECT TO THE PERSONNEL SYSTEM; PROVIDING A STATEMENT OF POLICY; AND DECLARING AN EMERGENCY.

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

SECTION 1: There is hereby established pursuant to Article IV, Section 5, of the Charter of the City of Flagstaff a personnel system based on the principles of merit and fitness to be known as the "Personnel Policies of the City of Flagstaff-1980", which policies are hereby adopted by reference pursuant to Article VII, Section 13, of the Charter of the City of Flagstaff, and the same are hereby designated and declared to be a public record of the City of Flagstaff.

SECTION 2: That three (3) copies of the "Personnel Policies of the City of Flagstaff-1980" shall be filed in the office of the City Clerk of the City of Flagstaff, Arizona, and there retained available for the use and inspection by any interested person during normal business hours. The aforesaid rules and regulations shall be placed on file with the City Clerk immediately following the adoption and approval of this Ordinance.

SECTION 3: Ordinances Nos. 971, 1041, 1063, 1067 and 1103, and any other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4: That the City Manager, or such other officer or employee as he may designate, shall be the Personnel Director of the City and shall be charged with the proper and efficient administration and operation of the City of Flagstaff Personnel System.

SECTION 5: Nothing in the personnel rules or policies adopted for their implementation shall be construed or interpreted to reduce or restrict any powers or duties provided for in the Charter of the City of Flagstaff.

SECTION 6: The City of Flagstaff retains the exclusive right through the City Manager, subject to the provisions of the City Charter, applicable State law and the personnel regulations to:

- A. Direct and supervise its employees;
- B. Appoint, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee;
- C. Relieve from duty any employee because of lack of funds, lack of work, reorganization or for any other legitimate reason;
- D. Maintain the efficiency of its governmental operations;
- E. Determine the means, methods and personnel by which operations are to be conducted;
- F. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

CITY OF FLAGSTAFF

ORDINANCE NO. 1116

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SECTION 7: That the immediate operation of the provisions of this Ordinance is necessary for the public peace, health and safety of the residents and citizens of the City of Flagstaff; that an EMERGENCY is, therefore, declared to exist; THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ITS PASSAGE AND ADOPTION BY THE COUNCIL OF THE CITY OF FLAGSTAFF.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 31st day of June, 1980.

MAYOR

ATTEST:

Linda Butler
CITY CLERK

APPROVED AS TO FORM:

Frederick J. McCarthy
CITY ATTORNEY

CITY OF FLAGSTAFF, ARIZONA

ORDINANCE NO. 1146

AN ORDINANCE AMENDING ORDINANCE NO. 1116 BY ADDING PROCEDURAL ITEMS TO AS WELL AS DEFINING AND CLARIFYING PRESENT PORTIONS OF, AND ADDING NEW MATTER ON APPOINTMENTS, PROMOTIONS, LAY OFFS, MATERNITY LEAVE, SUSPENSIONS, DISMISSALS, AND DEMOTIONS, AND AMENDING SECTIONS 105, 108, 202, 203, 204, 303, 304, 401, 405, 409, 411, 412, 502, 503, 504, AND 505.

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

SECTION 1: Section 105 of Ordinance No. 1116 is amended to read:

Section 105. PERSONNEL BOARD

- A. The Board created by Ordinance No. 971 and appointed by the City Council shall be known as the Personnel Board. The Personnel Board is responsible for determining that the employee's rights have been protected and that proper procedures have been followed in matters concerning the dismissal, demotion or suspension of the employee.
1. The City Council shall appoint five (5) individuals to serve on the Personnel Board, and two (2) alternates who shall serve in the absence of any regular members.
 2. The City Council shall have the power to remove members of the Personnel Board.
 3. No member of the Personnel Board shall hold any other paid municipal position.
 4. The Personnel Director and the City Attorney shall be ex-officio members of the Board and shall be privileged to take part in all actions of the Board except for making motions and voting.
 5. Five (5) members of the Board shall constitute a quorum for the transaction of business.
- B. The Personnel Board shall determine the order of business for the conduct of its meetings.
1. The Board shall meet on call of the Chairman or Secretary or a majority of the members of the Board.
 2. The Board shall hear appeals submitted by any permanent employee in the classified service, in relation to his dismissal, demotion or suspension.
 3. The provisions of this Section shall not apply to reductions in pay via reclassifications or other matters described in Section 9 (Grievance Procedure).
- C. In an investigation or hearing conducted by the Board, it shall have the power to examine witnesses under oath.

Changes or additions in text are indicated by underline, deletions by ~~strikeout~~

CITY OF FLAGSTAFF, ARIZONA

ORDINANCE NO. 1146

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1. The Chairman or acting Chairman of the Personnel Board shall have the power to administer oaths to witnesses.
- D. Any permanent employee in the classified service who has been dismissed, demoted, or suspended, and any classified employee who has been disciplined under Sections 409, 410, 411, and 412 shall be entitled to a written statement of the reasons for such action.
 1. Such written statement shall be supplied within seven (7) calendar days following the action.
 2. The employee shall have up to seven (7) calendar days within which to answer the charges and request a hearing before the Personnel Board.
 3. Upon the filing of an appeal, the Personnel Director shall set a date and place with concurrence of the Board Chairman for a hearing on the appeal not less than ten (10) days, nor more than thirty (30) days from the date of filing. The Personnel Director shall notify all interested parties of the date, time, and place of hearing.
 4. The appellant shall appear personally, unless physically unable to do so, before the Personnel Board at the time and place of the hearing. Hearings shall be conducted by rules set by the Personnel Board and approved by the City Council. All such rules shall be reviewed by the City Attorney and forwarded to the Council with his comments.
 5. When a case is brought before the Personnel Board, the department head involved shall prepare and present the City's case to the Personnel Board.
 - 5- 6. The findings and recommendations of the Personnel Board shall be forwarded to the City Manager for action. The City Manager shall accept in whole or in part, or reject, said findings and recommendations.

SECTION 2: Section 108 of Ordinance No. 1116 is amended to read:

Section 108. TEMPORARY AND PART-TIME SERVICE

- A. Appointment to any position may be designated as permanent part-time or temporary.
 1. A temporary appointment shall be for no more than six (6) months' duration. After six (6) months the employee shall be terminated and the position may be reopened.
 2. Employees available for intermittent emergency work are not to be limited to a temporary appointment of six (6) months.
 3. A permanent part-time appointment shall require a normal work week of 20 hours or more.

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CITY OF FLAGSTAFF, ARIZONA

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4. Employees holding such appointments shall be designated as Permanent Part-Time or Temporary and shall comprise the Temporary and Permanent Part-Time Service.
5. Temporary employees shall not be included in the Classified Service.
6. Permanent part-time employees are included in the Classified Service. Permanent part-time employees shall accrue benefits on a pro-rated basis.
- B. Employees holding temporary appointments shall receive no fringe benefits except as required under State statute or contractual agreements.
- C. Temporary employees shall have the right to file formal grievances under the Grievance Procedure (Article 9).
- D. Temporary employees defined by this Section shall not have the right of appeal to the Personnel Board, as provided in Section 105, Personnel Board Paragraph B2, and Section 104, Classified Service, Paragraph F.

SECTION 3: Section 202 of Ordinance No. 1116 is amended to read:

Section 202. APPROPRIATE MERIT SALARY STEP

- A. Classified employees shall be eligible for consideration for merit pay increases as follows:
 1. From step "A" to step "B" upon successful completion of ~~the probationary period~~: twelve (12) months of continuous service.
 2. To the "C" step after twelve (12) months of service in the "B" step.
 3. To the "D" step after twelve (12) months of service in the "C" step.
 4. To the "E" step after twelve (12) months of service in the "D" step.
- B. A newly hired classified employee shall be compensated at the "A" step of the salary range of the job class for which he was hired. When economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interest, the City Manager may authorize hiring at a higher step in the salary range, upon request of the Personnel Director and appropriate department head. The provisions of this Section shall also apply to re-employed and reinstated classified employees.
- C. Merit pay increases for classified employees shall only be granted upon recommendation of the employee's department head for efficient service and continued improvement by

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CITY OF FLAGSTAFF, ARIZONA

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the employee in the effective performance of the duties of his position with the approval of the City Manager.

1. The completion of a performance evaluation must accompany each merit pay increase recommendation.
 2. The effective date of merit pay increases shall be on the employee's classification date.
- D. Salaries and merit reviews for the City Manager, City Attorney, and City Magistrates, shall be determined by the City Council.
- E. Salaries and merit reviews for the remainder of the unclassified employees shall be determined by the City Manager, or by responsible department heads, and approved by the City Manager.
- F. Upward salary adjustments. When an employee's position is reclassified to a higher level classification, or when a classification is assigned to a higher salary range, the following rules shall determine the affected employee's salary:
1. In all cases, every affected employee shall be assigned to one of the steps specified in the new salary range.
 2. In no case will an employee receive a decrease as a result of a salary adjustment to a higher salary range.
 3. Employees assigned to a higher pay range that overlaps with their present range shall be placed in the lowest step in the new range that will result in an increase in pay.
 4. Affected employees shall retain their classification dates for purposes of performance evaluation and merit increases.
- G. Downward salary adjustments - The salary of an employee whose position is reclassified to a lower classification or whose classification is assigned to a lower salary range, will be determined by the following procedure:
1. The employee will be placed at the step of the lower salary range which is closest to his current rate of pay, and which does not result in an increase.
- H. Promotion - Promotions shall be made as provided in Article 4, Section 401. Employees promoted to a pay range that overlaps their present pay range shall be placed in the lowest step in the new range that will result in an increase in pay.
- I. Demotion for cause - An employee who is demoted for cause shall be placed in the step of the lower salary range that will provide a reduction in pay of not less than 5%. The employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of Section A, 1-4 above.

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J. Disciplinary pay step reduction - An employee who is being paid in a salary step higher than the "A" step may be reduced by one or more steps on the basis of unsatisfactory work performance, physical condition, or conduct. Such action shall require the specific recommendation of the employee's department head and the Personnel Director with the approval of the City Manager.

1. The employee shall be notified in writing by his department head not later than two (2) calendar weeks prior to the effective date of the action. Such notice shall inform the employee that he may file a reply with the department head and Personnel Director no later than one calendar week prior to the effective date of the action. Such reply shall be reviewed by the City Manager for final action.
2. The employee shall have the opportunity to attach a statement to the notice.
3. The employee may be returned to his former salary step at such time as deemed appropriate by his department head.

SECTION 4: Section 204 of Ordinance No. 1116 is amended to read:

Section 203. WORKING HOURS AND PAY

- A. The average regular work week for full-time classified employees shall be forty (40) hours. The work week for all employees begins on Sunday morning at 12:01 A.M. and ends the following Saturday at midnight. The average regular work week for Fire Suppression employees shall be fifty-six (56) hours per week.
- B. As a standard policy all employees shall be allowed two (2) work breaks of fifteen (15) minutes duration per day. All work breaks shall be scheduled by the supervisor so that work areas are covered. This applies to all personnel except: On-duty Police Officers, on-duty Fire Personnel, operating field crews, employees operating equipment on scheduled routes and other instances where the nature of the employee's duties prevent orderly scheduling of any specific time for work breaks.
- C. Lunch periods shall be scheduled for all employees except those specifically excluded by the City Manager. The lunch period will ordinarily last for one hour, however, by mutual consent between employee and department head, may be reduced to one-half hour.
- D. Employees shall not be allowed to accumulate work breaks and/or lunch periods for the purpose of taking time off.
- E. Regular salaries and compensation for all City employees shall be paid on a bi-weekly basis.

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- F. For the purpose of vacation, sick leave, family leave, personal leave, and holiday leave, a working day shall be considered as equal to .38461% of the number of working or duty hours in the established work year for each employee.

SECTION 5: Section 204 of Ordinance No. 1116 is amended to read:

Section 204. OVERTIME PAY

- A. A full-time classified employee who performs authorized work in excess of his regular work week, work day, or shift, shall be compensated for such overtime at the rate of one-and-one-half (1 1/2) times his regular rate of pay.
1. Overtime shall be calculated to the nearest one-quarter (1/4) hour of overtime worked.
 2. All overtime must be authorized in advance by the appropriate department and ratified by the City Manager or his designee.
 3. All unclassified and certain classified job classes shall be exempt from the above overtime provisions upon recommendation of the Personnel Director and approval of the City Manager.
 - a. Employees in these exempt classes may receive overtime pay in the event of extraordinary circumstances or emergency conditions. This may be done only by written order of the City Manager upon the recommendation of the department head.
 - b. Time off for work performed during extraordinary circumstances or emergency conditions by employees in these exempt job classes may be authorized and administered by the appropriate department head.
 4. There shall be no overtime compensation for time spent in attending meetings including travel time of any kind which are for the purpose of education or training, except where attendance is made mandatory by the employee's division or department head.
- B. All full-time classified employees ~~except-for-department heads~~; are authorized to accrue compensatory time on a one to one basis, in lieu of overtime pay. This policy shall be subject to the approval of each department head and shall be based on the unique personnel requirements of each department.
1. No employee shall be allowed to accrue in excess of twenty-four (24) hours except for commissioned fire personnel who shall be allowed to accrue thirty-six (36) hours.

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2. All compensatory time shall be reported as it is accrued, or used, on the payroll time report submitted to the Finance Division. Accruals shall be marked "c" and appear in the O.T. line of the Payroll Time Report. Comp. Time used shall be marked "c" and appear in the REG. - first line - of the Payroll Time Report.
 3. The practice of maintaining individual departmental records of accrued compensatory time shall be discontinued. The official record shall be maintained by the Finance Division.
 4. Classified employees shall advise the individual within their department responsible for preparing the departmental payroll time report, by Friday noon prior to the end of the pay period, if they desire to have overtime credited as accrued compensatory time. Otherwise, any eligible overtime will be treated as overtime pay.
 5. Employees with balances in excess of twenty-four (24) hours, (thirty-six (36) hours for commissioned fire personnel), as of June 3, 1980, will be allowed to retain said balances. However, any and all excess hours must be used by the end of the last payroll period ending in December, 1981.
 6. Upon termination of service the employee will be paid for his accrued compensatory time.
- C. The City Manager is authorized to make adjustments for call back and standby pay by administrative memoranda.

SECTION 6: Section 303 of Ordinance 1116 is amended to read:

Section 303. EXAMINATION

- A. Open competition will be the mode of selection for employment with the City of Flagstaff. The selection technique used in the examination process shall be impartial and relate to those subjects which in the opinion of the Personnel Director and City Manager, will maximize reliability, objectivity and validity through a practical and normally multipart evaluation of applicant attributes necessary for successful job performance and career development.
1. Examinations shall consist of selection techniques which will test fairly the qualifications of candidates. Such tests may be, but are not necessarily limited to, written tests, performance tests, personal interviews, physical agility tests,

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evaluation of work experience and training, medical examinations, successful completion of prescribed training, or any combination of these or other evaluations. The probationary period shall be considered an extension of the examination process.

2. The City Manager may require the satisfactory completion of a medical and physical examination prior to permanent appointment in certain job classes as may be determined from time to time.
 3. No question on any test, or the application of any test, shall attempt to elicit information concerning race, color, ancestry, national origin, religious creed, political opinions or affiliations, sex, age, mental or physical handicapped condition not job related, arrest record, or child care or transportation arrangements of an applicant.
 4. The Personnel Director may, at his discretion, designate any part of the examination process as qualifying only.
- B. ~~Applications for City positions will be accepted at any time and all applicants will be notified of the time and place for the next testing.~~ Job interest cards for City positions will be accepted at any time. The Personnel Department will notify interested persons when an appropriate position is opened.
- C. When the examinations of applicants for any class of employment have been evaluated, the applicant shall be sent notice of their relative attainment expressed in terms of percentage points. Those who fail to make a passing grade will also be notified.
- D. An applicant may review his examination results by request to the Personnel Director within ten (10) calendar days after the notices of examination results are mailed or posted. If the review should disclose any errors, the examination record of all those affected shall be modified by the Personnel Director to show a correct record. Applicants affected shall be notified of the corrected record.

SECTION 7: Section 304 of Ordinance 1116 is amended to read;

Section 304. EMPLOYMENT ELIGIBILITY LISTS AND APPOINTMENTS

~~A. -- Employment lists, in order of their priority, shall be re-employment lists and eligibility lists.~~

~~1. -- Re-employment lists shall contain the names of regular, full-time employees laid off in good standing for lack of funds or work.~~

Changes or additions in text are indicated by underline, deletions by ~~strikeout~~

CITY OF FLAGSTAFF, ARIZONA

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~~2.--Names-on-re-employment-lists-shall-remain-for-a period-not-to-exceed-one-(1)-year.~~

A. All vacancies in the City of Flagstaff's classified service shall be filled by one of the following methods and by giving preference to this order when all other qualifications are equal.

1. Certification and appointment from lay off lists.

2. Certification and appointment from Departmental promotional lists.

3. Certification and appointment from reinstatement lists.

4. Certification and appointment from open competitive eligibility lists.

~~B.--Eligibility-lists-shall-include-only-those-names-of-candidates-for-employment-or-promotion-who-are-qualified.--At such-times-as-a-department-management-evaluation-is-included in-the-establishment-of-a-promotional-eligibility-list, the-list-shall-rank-the-eligible-candidates-in-the-order of-final-evaluation.~~

~~1.--Eligibility-lists-may-contain-the-names-of-one-or more-persons-eligible-for-employment-or-promotion.~~

~~2.--Open-competitive-eligibility-lists-shall-remain-in effect-for-a-period-of-one-(1)-year-or-until-depleted. Eligibility-lists-may-be-extended-by-the-Personnel Direetor-for-a-period-not-to-exceed-one-(1)-additional year.~~

~~3.--Promotional-eligibility-lists-shall-remain-in-effect for-a-period-of-one-(1)-year-or-until-depleted.~~

B. The Personnel Director shall certify to the City Manager, Department Head, or Division Head, the names of those successfully demonstrating their eligibility for employment.

~~6.--When-an-appointment-is-to-be-made-to-a-vacancy,-the-Personnel Direetor-shall-submit-to-the-appropriate-department-head the-names-on-the-appropriate-employment-list.--Appointments to-vacant-positions-shall-be-made-by-the-appropriate department-head,-with-the-review-of-the-Personnel-Direetor.~~

~~1.--The-appropriate-department-head,-with-the-review-of the-Personnel-Direetor-may-order-names-removed-from an-eligibility-list-for-good-and-suffieient-reasons.~~

~~2.--Due-to-the-time-and-funds-expended-in-developing employment-lists,-they-shall-be-used-prudently-before canecelling-prior-to-normal-expiration-date.~~

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CITY OF FLAGSTAFF, ARIZONA

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C. When a vacancy is to be filled and the total number of individuals on all the above named lists is five or less, the Department Head may make appointments from such eligibles or may request the Personnel Director to establish a new list. When so directed, the Personnel Director shall hold a new examination or interview and establish a new list. The length of eligibility for the list is limited to six months, but may be extended to one year.

D- 1. Temporary appointments may be made at the discretion of the Department Head, after consultation with the Personnel Director, upon approval of the City Manager when internal and external applicants fail to meet the requirements of the vacant position.

E- 2. Emergency appointments may be made by department heads to meet the immediate requirements of the emergency condition such as extraordinary fire, flood, earthquake, plane crash, or other disaster which threatens public life or property. When such need occurs, they shall notify the Personnel Director who shall meet their manpower requirements.

SECTION 8: Section 401 of Ordinance 1116 is amended to read:

ARTICLE 4. EMPLOYEE STATUS - PERSONNEL ACTIONS

SECTION 401. PROMOTION

A. A change in an employee's work to more extensive duties together with higher minimum qualifications and a class with higher maximum pay is a promotion.

~~1.--The-Department-Head-may-select-an-employee-from-the promotional-list-or-eligibility-lists,-or-may request-a-new-examination-be-given-and-new-eligibility lists-be-established.~~

1. Promotions, as defined in Section A, will be a Department option in the filling of a vacancy. Promotions will only be made within the department.

2. When a vacancy occurs within a Department, the Department Head may request the Personnel Director to establish a promotional list of qualified workers, the candidates being drawn from the same Department as the vacancy.

3. The number of names submitted on the promotional list shall equal the number of vacancies plus two. Whenever there are fewer than three qualified individuals on a promotional list, the Department Head may make appointments from such eligibles or may request a new list be established in accordance with Section 304-C.

2- 4. Upon promotion to another class, an employee shall receive a rate of pay higher than he was receiving in the former class, disregarding any extra compensation received within the former class.

CITY OF FLAGSTAFF, ARIZONA

ORDINANCE NO. 1146

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3. 5. Upon promotion, the employee shall be given a new classification date effective at the time of appointment and begin serving probation in the new class.

SECTION 9: Section 405 of Ordinance 1116 is amended to read:

Section 405. LAY-OFF REDUCTION IN FORCE

- A. The City Manager may lay off an employee in the classified service because of material change in duties or organization or shortage of work or funds. Employees in good standing shall be placed on an appropriate re-employment list as provided by these rules.
- B. Whenever possible, the employees will be given a 2 week notice of pending lay-offs.
- C. To determine objectively which employees are to be laid off, the following factors will be used on a Departmental basis.
1. Length of continuous service (full-time) with the City.
 2. Employee skills, training, and job knowledge as determined by his three most current merit evaluations.
 3. Any other factor the Department Head and City Manager may consider to be important.
- D. The Personnel Department and Finance Department will meet with the employees to be laid off and provide the following:
1. Estimate on the duration of lay-off.
 2. Explanation of how seniority rights will be affected.
 3. Explanation on how vacation and sick leave will be affected.
 4. Effects on life, health insurance, and retirement benefits.
 5. Explanation of final pay.
 6. Where to sign up for unemployment insurance.
 7. Explanation of re-employment list.

SECTION 10: Section 409 of Ordinance 1116 is amended to read:

Section 409. SUSPENSION WITHOUT PAY

- A. A department head, with review of the Personnel Director, may suspend an employee at any time, for up to five (5) working days for disciplinary purpose. Suspension without

CITY OF FLAGSTAFF, ARIZONA

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pay in this paragraph constitutes a temporary loss of pay status levied as a penalty for an offense where the cause is not sufficiently serious enough for demotion or dismissal.

1. Upon taking such action, the department head shall file with the employee and the Personnel Director a written notification containing a statement of the substantial reasons for the action and the effective date of the action.
2. No classified employee shall be suspended for more than thirty (30) calendar days at one time, nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year.
3. The suspension of any employee beyond five (5) working days, for each incident, shall require approval of the City Manager.

B. A Department Head may suspend a classified employee without pay where the department head's intention is to recommend that the employee be dismissed pursuant to Section 412. All such suspensions shall be immediately reported to the City Manager. At the time of such suspension, the classified nonprobationary employee who has been suspended shall receive a written statement of the reasons for such proposed action and notified that he may have a hearing concerning the proposed dismissal before the Personnel Board if requested within seven (7) days following suspension and invoke the procedures of Section 105D. If no such hearing is requested within seven (7) days after said written notice is given to the employee, the Department Head shall forward to the City Manager a Personnel Action Form with his recommendation as to dismissal. The City Manager shall accept in whole or in part, or reject, the recommendations of the Department Head, and his decision shall be final.

SECTION 11: Section 411 of Ordinance 1116 is amended to read:

Section 411. DEMOTION

Department Heads wishing to demote a classified employee must forward to the City Manager and Personnel Director a written statement of the reasons for such proposed action as well as give the employee a copy of the written statement of the reasons for such proposed action and notification of his right to a hearing concerning the proposed demotion before the Personnel Board if he so requests, within seven (7) days after receiving notice in accordance with the procedures of Section 105 D. If no appeal is filed with the Personnel Board, the City Manager shall act upon the Department Head's recommendation and shall accept in whole or in part or reject said recommendations. The City Manager may ~~demote~~ initiate the demotion of any employee whose ability to perform his required duties falls below standard as evidenced by the employee's performance evaluation or for disciplinary purposes. Written notice of the demotion shall be given to the employee

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before the effective date of the demotion, and an opportunity afforded to the employee to invoke the provisions of Section 105 D in regard to the said demotion shall he so desire.

SECTION 12: Section 412 of Ordinance 1116 is amended to read:

Section 412. DISMISSAL

- A. ~~Any classified or~~ unclassified employee, except those appointed by the City Council, may be dismissed at any time by the City Manager for cause. ~~Any classified non-probationary employee who has been dismissed shall receive a written statement of the reasons for such action and a hearing before the Personnel Board if he requests one in writing.~~ If in the City Manager's judgment an emergency situation exists which requires the immediate dismissal or suspension for cause, with or without pay, of a classified employee without a pre-termination hearing, he may suspend or discharge said employee giving the employee a written statement of the reasons for said action and said employee shall have the right to a post-termination hearing as provided in Section 105 D hereof.
- B. The tenure of classified employees shall be secure during acceptable conduct and satisfactory performance of their duties and responsibilities. Each of the following shall constitute grounds for dismissal of a classified employee:
1. That ~~the~~ employee is inefficient in the performance of his duties and responsibilities.
 2. That the employee is unsafe to himself or other employees in the performance of his duties and responsibilities.
 3. That the employee has been abusive in his attitude, language, behavior, or conduct toward a fellow employee, a supervisor, or the public, or that his action has resulted in physical harm, injury, or fear of same to such persons.
 4. That the employee has been insubordinate, willfully disobedient, or has failed to obey any lawful and reasonable direction from an appropriate supervisor.
 5. That the employee has accepted a fee, gift, or other valuable consideration in the course of performing his duties and responsibilities which is given and/or received with the hope or expectation of receiving favored treatment or other special considerations.
 6. That the employee has been convicted of a felony while employed by the City.
 7. That the employee has falsified any document, report or statement relating to his employment with the City of Flagstaff.

Changes or additions in text are indicated by underline, deletions by ~~strikeout~~.

CITY OF FLAGSTAFF, ARIZONA

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8. That the employee through negligence or willful misconduct has caused damage to public property or waste of public supplies.
 9. That the employee has been inexcusably absent, has failed to receive prior approval for any paid or unpaid absence, or has abandoned his position.
 10. That the employee has been guilty of intentional discrimination because of race, color, religion, sex, national origin, or age.
 11. Failure to properly report an accident involving City property or City liability.
 12. That the employee's attendance is such that the efficiency or effectiveness of the program is impeded.
 13. That the employee has violated guidelines governing outside employment.
 14. That the employee has stolen public or private property, misappropriated city funds, or has been an accomplice in any of these activities while employed by the City of Flagstaff.
 15. That the employee has consumed alcoholic beverages or any other intoxicants or illicit drugs, including marijuana or other controlled substances without lawful prescription, during working time or while on special assignment, without prior approval of the City Manager or the department head, or that the employee has reported to work in an intoxicated condition.
- C. It should be noted that the aforementioned listing is not exclusive in nature and is intended only to indicate a range of actions that are considered grounds for dismissal.

SECTION 13: Section 502 of Ordinance 1116 is amended to read:

Section 502. VACATION

- A. The purpose of annual vacation leave is to enable each eligible employee to return to work mentally refreshed. All regular, full-time employees in the classified and unclassified service with an average regular work week of forty (40) hours, except temporary employees and probationary employees who have served less than six (6) months in the service of the City, shall receive annual vacation with pay at the following rates:

All permanent classified employees with less than five (5) years continuous service and hired after February 17, 1976.	10 Working Days (3.85% of a Work Year)
--	---

CITY OF FLAGSTAFF, ARIZONA

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Permanent and probationary classified employees hired prior to February 17, 1976 with less than ten (10) years continuous service; and after February 17, 1976, all permanent classified employees with more than five (5) years continuous service. 12 Working Days (4.62% of a Work Year)

Permanent classified employees with more than ten (10) years continuous service and unclassified employees with less than twenty (20) years continuous service. 15 Working Days (5.77% of a Work Year)

Permanent classified and unclassified employees with more than twenty (20) years continuous service. 20 Working Days (7.69% of a Work Year)

For the purpose of computing annual vacation leave, a working day shall be considered as equal to .38461% of the number of working or duty hours in the established work year for each employee.

- B. The times during a calendar year at which an employee may take his vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of his annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year. Length of service shall be used to resolve conflicts over vacation periods between employees of the same class.
- C. No employee may accrue more than ~~eighteen-(18)-months of vacation leave~~, can be earned in eighteen (18) months of continuous service. Any employee with a surplus over the maximum accrual shall use the excess prior to January 1, 1981 or forfeit the excess.
- D. In the event one or more municipal holidays fall within an annual vacation leave such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or credited accordingly.
- E. Employees who have satisfactorily completed probation and who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

Changes or additions in text are indicated by underline, deletions by ~~strikeout~~.

CITY OF FLAGSTAFF, ARIZONA

ORDINANCE NO. 1146

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SECTION 14: Section 503 of Ordinance 1116 is amended to read:

Section 503: SICK LEAVE

- A. Sick leave with pay shall be granted to all probationary and permanent employees within the competitive service. Temporary employees will not accrue sick leave. Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be allowed only in case of actual personal ~~sickness~~ or dependent sickness or injury (see dependent sick leave Section 503.01). In the case of personal sickness where employees are capable of performing light duty, they shall so advise their Department Head who will make these arrangements, provided such light duty is available. Unnecessary use of sick leave shall be cause for disciplinary action.
- B. In order to receive compensation while absent on sick leave, the employee shall notify his immediate supervisor, Division or Department Head prior to or within one hour after the time set for beginning his daily duties. In case your immediate supervisor cannot be reached, notice shall be given to the Personnel Director. The employee may be required to file a physician's certificate or a personal affidavit with the Personnel Director, stating the cause of absence.
- C. Probationary employees will be allowed to use up to six (6) work days sick leave at any time during their first six (6) months of employment. Thereafter, sick leave shall be accumulated to a total of not more than one hundred thirty (130) work days. Unearned sick leave used shall be deducted from the employee's last pay check.
- D. In the event that any paid holiday occurs during a period when an employee is on paid sick leave, the holiday shall not be charged against the employee's accrued sick leave. The only sick leave hours that shall be charged to any employee's accrued sick leave shall be those hours that the employee is regularly scheduled to work.
- E. Once maximum sick leave has been accumulated, unused sick leave accrued in excess of the maximum shall be paid to the employee on the first pay period in December and shall include leave accrued through the last pay period in November at the rate of one (1) day's pay for each three (3) day's unused sick leave accrued in excess of the maximum. Employees leaving the service shall be paid for unused sick leave at the rate of one (1) day's paid for each three (3) day's of unused sick leave under the following conditions:
 1. Employees retiring from the City employment with a minimum of ten (10) years service at the minimum age of sixty-two (62).

Changes or additions in text are indicated by underline, deletions by ~~strikeout~~.

CITY OF FLAGSTAFF, ARIZONA

ORDINANCE NO. 1146

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2. Employees terminating City employment with a minimum of twenty (20) years service.

- F. An employee receiving temporary disability payments under the workmen's compensation laws may use accumulated sick leave in order to continue to maintain his regular income. City employees receiving full salaries from the City, as well as disability payments under workmen's compensation, must remit to the City any funds received from the State Compensation Fund. These payments will be credited to the employee's sick leave account. The purpose of this regulation is to ensure that an employee does not suffer an economic hardship as a result of a work related injury, as well as to ensure that the employee will not be making a financial gain as a result of an injury. It is the employee's prerogative to determine whether he wishes to continue on the City payroll or whether he wishes to accept the disability payments from the State Compensation Fund in lieu of continuing on the City payroll.
- G. In the event that an employee becomes sick or has an accident during paid time off for vacation, with proper medical documentation, the time may be charged to accrued sick leave.

SECTION 15: Section 503.04 of Ordinance 1116 is amended to read:

Section 503.01 DEPENDENT SICK LEAVE

- A. All classified and unclassified permanent employees will be allowed to utilize accrued sick leave for care of sick or injured dependents.
 1. In order to receive compensation for dependent sick leave, the employee shall notify his immediate supervisor or ~~the Personnel Director~~ Department Head prior to, or within one hour after, the time set for beginning his daily routine.
 2. However, all shift personnel shall be required to make notification one hour prior to the start of their shift.
 3. The Department Head may require documentation of injury or sickness of the employee's dependents.

SECTION 16. Section 503.02 of Ordinance 1116 is amended to read:

Section 503.02 PERSONAL LEAVE

- A. All classified and unclassified permanent employees will be allowed to use one (1) day of accrued sick leave per calendar year for matters of personal business.
 1. In order to receive compensation for personal leave, the employee shall notify his immediate supervisor or ~~the Personnel Director~~ Department Head prior to or within one hour after the time set for beginning his daily routine.

CITY OF FLAGSTAFF, ARIZONA

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However, all shift personnel shall be required to make notification one hour prior to the start of their shift.

2. Personal leave cannot be carried over into another calendar year.
3. Employees will not be allowed to take personal leave after submitting a notice of resignation.

SECTION 17: Section 504 of Ordinance 1116 is amended to read:

Section 504. FAMILY LEAVE

- A. Family leave with pay may be granted in the event of serious illness where death appears imminent or the death of a member of the employee's immediate family. The immediate family shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters or the spouse's children, parents, grandparents, grandchildren, brothers, sisters, or other dependents as petitioned.
- B. For each occurrence, up to three (3) days of family leave may be granted for an immediate family member's death if within the state of Arizona and up to five (5) days may be granted if outside of the state.

SECTION 18: Section 505 of Ordinance 1116 is amended to read:

Section 505. MATERNITY LEAVE

- A. Maternity leave shall be under the same provisions as sick leave (Section 503).
- B. If the employee does not have enough accrued sick leave, she may apply for vacation leave and/or personal leave without pay.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 3rd day of February, 1981.

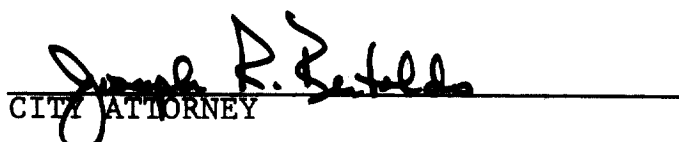
MAYOR



ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Changes or additions in text are indicated by underline, deletions by ~~strike out~~.

CITY OF FLAGSTAFF, ARIZONA

ORDINANCE NO. 1198

AN ORDINANCE AMENDING ORDINANCE NO. 1116, PERSONNEL POLICIES, PERTAINING TO SECTION 105, "PERSONNEL BOARD"; SECTION 409, "SUSPENSION WITHOUT PAY"; SECTION 603, "NEPOTISM"; AND SECTION 801, "SAFETY".

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

SECTION 1: Amend Section 105, A.1, A.2, A.4 and A.5, pertaining to membership, the ex-officio members of, the Personnel Board, the required quorum of, respectively, to read as follows:

A.1: The City Council shall appoint ~~five-(5)~~ seven (7) individuals to serve on the Personnel Board ~~and two-(2)-alternates-who-shall-serve-in-the-absence of-any-regular-members.~~

A.2: ~~The City Council shall have the power to remove members of the Personnel Board.~~

Any member who misses two consecutive hearings may cease to be a member of the Board contingent upon Council action.

A.4: The Personnel Director ~~and the City Attorney~~ shall be an ex-officio member of the Board and shall be privileged to take part in all actions of the Board except for making motions by voting.

A.5: ~~Five-(5)-members~~ A majority of the Board shall constitute a quorum for the transaction of business.

SECTION 2: Amend Section 105 D.5 of Ordinance No. 1116 pertaining to the presentation of the City's case to the Personnel Board to read as follows:

When a case is brought before the Personnel Board, the department head involved, or the department head's designee, shall prepare and present the City's case to the Personnel Board.

SECTION 3: Amend Section 409 A.3 of Ordinance No. 1116 relating to suspension of employees without pay to read as follows:

Except as provided in subsection B of this section the suspension of any employee beyond five (5) working days, for each incident, shall require approval of the City Manager.

SECTION 4: Amend Section 603 A of Ordinance No. 1116 pertaining to nepotism to read as follows:

Relatives shall be defined to include: mother (in-law), father (in-law), sister (in-law), brother (in-law), daughter (in-law), son (in-law), husband, wife, step-children, step-parents, grandchildren, grandparents, great-grandchildren, great-grandparents, nieces, nephews, uncles and aunts.

Additions indicated by underline, deletions by ~~strikeout~~.

CITY OF FLAGSTAFF, ARIZONA

ORDINANCE NO. 1198

Page 2

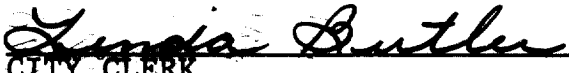
SECTION 5: Amend Section 801 B of Ordinance No. 1116 pertaining to safety and training of employees by adding the following provision:

2. Cases of vehicular accidents and property abuse shall be reviewed by the City Accident Review Board which will make recommendations to the appropriate department head.


PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 6th day of April, 1982.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Additions indicated by underline, deletions by ~~strikeout~~.



City of Flagstaff, AZ

PERSONNEL BOARD APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Burns, Anita</u> Owner/Anita Burns Videography 9930 N. Montana Trail Flagstaff, AZ 86004 Cell Phone: 928-607-1148			No

Staff Representative: **Shannon Anderson**

As Of: **March 05, 2015**

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, February 09, 2015 12:09 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

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

Board/Commission Application

Important Notice:

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

Application to Serve on a Board/Commission

Please note that this information is public information.

Date: * 02/09/2015
Board/Commission you wish to serve on: * Personnel Board
If applicable, type of seat for which you are qualified: Board Member

Your Information

Name: * Anita Burns Home Phone: * 928-607-1148
Home Address: * 9930 N. Montana Trail Zip: * 86004
Mailing Address (If different from above):
Employer: * Anita Burns Videography Job Title: * Owner
Business Phone: 928-607-1148 Cell: 928-607-1148
E-mail: * cheerstoyouajb@yahoo.com
Indicate preferred telephone: *
() Home (X) Cell
() Work
Please indicate age group: *
() 18-34 () 55+
(X) 35-54
Please indicate education: *
() High School () Post Graduate
(X) College
Number of years living in the Flagstaff area: * 27

Background Information

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

I have a degree in Human Resources from NAU and over 20 years of direct Human Resources experience in the areas of employment, employee relations and benefits from W.L Gore & Associates, Coconino Community College and Machine Solutions where I was most recently the Director of Human Resources. I also have expansive knowledge with ADA, FMLA, EEOC, OSHA, and HIPPA as well as Arizona specific employment laws. I am also a member of the Flagstaff Leadership Team as well as a Chamber of Commerce Member. I currently own my own filming and editing business, however, have immediate plans to pursue employment at Northern Arizona University in a capacity which can best utilize my HR experience. My personnel experience has had me directly involved in reading and discerning existing policies and procedures from various employers as well as writing and rewriting existing procedures to best reflect changes within the employment arena. Fairness, careful thought and decision making as well as confidentiality and sensitivity are something I am very proud to have as personality trait that has been commended by my peers. Why do you want to serve on the board or commission you listed? *

The Personnel Board vacancy was brought to my attention by an HR colleague of mine, Cathy Snow. She has invited me to inquire to your vacancy as she felt it would be of particular interest to me based on my expansive Human Resources experience over the past 20 years. I am in a position now whereby my time is flexible and I truly enjoy remaining active in Human Resources matters which allow me to participate in an advisory capacity whereby my past experience with specific employee relations issues, events and outcomes may have a value towards resolutions in similarly situated events within places of employment.

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

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=14778>

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

Date:: 02/09/2015

Board/Commission you wish to serve on:: Personnel Board

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

Name:: Anita Burns

Home Phone:: 928-607-1148

Home Address:: 9930 N. Montana Trail

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Anita Burns Videography

Job Title:: Owner

Business Phone:: 928-607-1148

Cell:: 928-607-1148

E-mail:: cheerstoyouajb@yahoo.com

Indicate preferred telephone:: Cell

Please indicate age group:: 35-54

Please indicate education:: College

Number of years living in the Flagstaff area:: 27

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have a degree in Human Resources from NAU and over 20 years of direct Human Resources experience in the areas of employment, employee relations and benefits from W.L Gore & Associates, Coconino Community College and Machine Solutions where I was most recently the Director of Human Resources. I also have expansive knowledge with ADA, FMLA, EEOC, OSHA, and HIPPA as well as Arizona specific employment laws. I am also a member of the Flagstaff Leadership Team as well as a Chamber of Commerce Member. I currently own my own filming and editing business, however, have immediate plans to pursue employment at Northern Arizona University in a capacity which can best utilize my HR experience.

My personnel experience has had me directly involved in reading and discerning existing policies and procedures from various employers as well as writing and rewriting existing procedures to best reflect changes within the employment arena. Fairness, careful thought and decision making as well as confidentiality and sensitivity are something I am very proud to have as personality trait that has been commended by my peers.

Why do you want to serve on the board or commission you listed?: The Personnel Board vacancy was brought to my attention by an HR colleague of mine, Cathy Snow. She has invited me to inquire to your vacancy as she felt it would be of particular interest to me based on my expansive Human Resources experience over the past 20 years. I am in a position now whereby my time is flexible and I truly enjoy remaining active in Human Resources matters which allow me to participate in an advisory capacity whereby my past experience with specific employee relations issues, events and outcomes may have a value towards resolutions in similarly situated events within places of employment.

Additional Information:

Form submitted on: 2/9/2015 12:09:06 PM

Submitted from IP Address: 24.156.81.73

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

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

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: James Duval, Sr. Project Manager
Date: 03/11/2015
Meeting Date: 03/17/2015



TITLE:

Consideration and Approval of Contract: Fixtures, Furnishings and Equipment, Video and Security System for the Innovation Mesa Business Accelerator and Secondary Emergency Operations Center ***(Approve construction contract with Electronic Security Concepts LLC in the amount of \$234,202.00).***

RECOMMENDED ACTION:

- 1) Approve the Construction Contract with Electronic Security Concepts LLC in the amount of \$234,202.00 and a 75 calendar day contract period; and
- 2) Approve Change Order Authority to the City Manager in the amount of \$23,420.00 (10% of contract amount) for unanticipated or additional items of work; and
- 3) Authorize the City Manager to execute the necessary documents

Executive Summary:

Approval of the contract will allow the coordinated installation of Fixtures, Furnishings and Equipment (FFE), Audio-Visual Equipment (AV) and Security components for the Innovation Mesa Business Accelerator and Secondary Emergency Operations Center prior to the issuance of the Certificate of Occupancy for use of the facility.

Financial Impact:

- The total project cost is estimated to be \$7,262,500
- Funding is broken down as follows:
 - \$4,000,000 – US Department of Commerce, Economic Development Administration (EDA) Grant
 - \$2,162,500 – City match via Bond Capacity
 - \$1,100,000 – Northern Arizona University/Arizona Commerce Authority

Connection to Council Goal and/or Regional Plan:

- Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- Foster relationships and maintain economic development commitment to partners

Has There Been Previous Council Decision on This:

- Voters approved bonds to be repaid by facility leases on May 18, 2004 for construction and/or renovation on USGS Campuses
- Council approved an EDA grant on November 6, 2012 for the Innovation Mesa Business Accelerator
- Council approved the award of the design contract on July 16, 2013
- Council approved the acceptance of the Intergovernmental Agreement with NAU for financial contribution from the Arizona Commerce Authority on July 16, 2013
- Council approved the facility construction contract on June 17, 2014
- Council approved the Service Provider Agreement and Master Lease on January 20, 2015

Options and Alternatives:

- Approve the Award as recommended
- Reject approval of the award, redesign the project and re-advertise for bids. This option would have the affect of delaying the project by approximately 3 months and leaving the newly constructed facility without furniture, fixtures and equipment at the time of opening.

Background/History:

Innovation Mesa Business Accelerator and Secondary Emergency Operations Center (EOC) is intended to be the first of three buildings located adjacent to the USGS Campus and the business incubator (Phase 1), and will include a 28,000 square foot building featuring wet and dry labs/office space (80%) and light manufacturing space (20%), a conference room/alternate secondary EOC, and server facilities. The primary purpose of Phase 2 is to provide space for Tier 2 companies and graduates of Northern Arizona Center for Entrepreneurship and Technology (NACET), as well as grow business startups and advance entrepreneurship and economic gardening programs within the region, and to retain and expand existing businesses through the creation of 300 jobs. The building will feature a secondary or alternate EOC (as part of the conference room) should disaster related circumstances arise and warrant the need by either City and/or County personnel.

Staff intentionally did not bid the Fixtures, Furnishings and Equipment (FFE) or the Video and Security System components in the construction bid for the facility. Staff wanted to delay the bid of these items in order to allow the operator, NACET (Northern Arizona Center for Entrepreneurship and Technology) to participate and advise on these elements as they develop client/tenant relationships to better serve their clients. In addition, as technology tends to evolve at a rapid pace, staff wished to take advantage of an approximate 10 month time period between bidding the facility and bidding the FFE , Video and Security System portion.

The bid solicitation #2015-43 for the FFE, Video and Security System contract was published four times; January 28th , February 4th, February 11th and February 18th, 2015. Three bids were received on March 3rd, 2015 at the office of the City Purchasing Agent. A summary of bids received is shown below:

Bidder	Total
<i>Architect Estimate</i>	<i>\$348,158.00</i>
Electronic Security Concepts	\$290,842.00
FCI Constructors	\$372,871.00
Woodruff Construction	\$408,329.00

Key Considerations:

The bid items for the FFE in this contract include all office furniture for the conference, breakout rooms, kitchen and collaborative spaces. Also included in the FFE bid are; UPS power backup , phone sets, air compressors, pallet jacks and idea paint. The security section bid items includes interior and exterior cameras and the associated CCTV camera server, recorder and cabling. The bid items for the Audio Visual section includes a data protector, e-beam data capture, smart tables, flat screen monitors and TVs, audio system and associated racks, routers, cameras and cabling. The total budget established for the entire bid package is \$239,500.00.

The 10% City Manager's Change Order Authority (\$23,420.00) as discussed in the Recommended Action section of this staff summary is intended to cover unanticipated changes in the contract. If needed, the City Manager's Change Order Authority will be covered by EDA contingency funds designated for this use.

The bid includes 6 deductive alternates. The deductive alternates are sequenced to eliminate the lowest project priority first, and the highest priorities last shown as follows:

Alternative No.	Description
6	Remove Video Conference Bridge Equipment, Software & Workstation (least desirable)
5	Remove Two Smart Tables
4	Remove Four Point of Use Air Compressors in Cabinet
3	Replace Tier 2 Fabric on Chairs-Task with Tier 1 Fabric
2	Replace Tier 2 Fabric on Chairs-Stackable with Tier 1 Fabric
1	Remove Two Rolling White Boards (most desirable)

The EDA grant requires that the deductive alternates be evaluated for all bids in the order presented. Each deductive alternate is then subtracted from the base bid in the order listed until the total bid amount meets the project budget of \$239,500.00.

Upon completion of the deductive evaluation, Electronic Security Concepts is recommended as the responsive and responsible bidder. Two (2) deductive alternates were taken and deductive bid items #4 through #1 will be included for construction in the construction contract.

The contract period is 75 calendar days with anticipated construction completion by early-June 2015.

Expanded Financial Considerations:

Project expenditures will be funded as follows:

- EDA Grant share of \$4,000,000
- City Bond Capacity of \$2,162,500 repaid through tenant leases in the facility
- Northern Arizona University contribution of \$1,100,000

The project is currently funded in the amount of \$7,228,509 in account No. 404-09-422-3274-4 for FY 15. Staff is requesting \$85,476 for FY 16 to cover project closeout, warranty and project administration.

Community Benefits and Considerations:

Innovation Mesa Business Accelerator and Secondary Emergency Operations Center project will provide "soft landing" space for Tier 2 companies and graduates exiting NACET's incubation program, and allows new companies wishing to enter the program to have space in Phase 1. This program is intended to create over 300 jobs and \$20 million in private investment within the first three years of operation. The addition of wet and dry laboratories in this next phase is critical to expand and grow existing companies in the region as there is no known existing lab space for them to locate to. This project will allow our community to retain local businesses that may otherwise leave the region to seek these types of services and facilities.

Specifically, this project will benefit four groups:

- High technology and bioscience startups will result from technology transfer and commercialization of research conducted by NAU faculty and students
- Local entrepreneurs will become more competitive in the global market through the technical and business advice from NACET staff and their statewide mentors group
- Existing firms and new firms will locate facilities in Northern Arizona to take advantage of the Innovation Mesa's facilities and to be near growing industry clusters. However, this facility is unlikely to compete with existing commercial facilities due to small lease areas, non-traditional finance terms, and filling a lack of lab space.
- Native American culturally specific businesses will be encouraged to expand their service areas through guidance from and access to NACET staff and business leaders serving on NACET's Advisory Committee

Lastly, the purpose of the project is twofold: It will enable the City of Flagstaff to create an environment to recapture job losses resulting from emergency disasters by providing a facility should business be displaced; and for Tier 2 companies and incubator graduates to expand and grow their businesses. It also provides other agencies an alternate/secondary emergency operations center for first responders to efficiently deliver vital services to communities and tribal nations during natural disasters. The facility helps build economic resiliency through long term economic stability in the community.

Community Involvement:

Collaborate - This project is a shared vision with state, local, and private entities. This collaborative partnership involves the City of Flagstaff, Arizona Commerce Authority, Northern Arizona University, Economic Collaborative of Northern Arizona, Northern Arizona Council of Governments, and Northern Arizona Center for Entrepreneurship and Technology. This collaborative partnership has already shown a proven ability to work together to advance the economic needs of the region.

Staff presented the project to the Northern Arizona Council of Governments in the spring of 2012 and received full support of the project. On June 12, 2012 staff presented the project to Council outlining the EDA grant and business pro forma. In addition, on August 30, 2012, staff conducted a public meeting as part of the Public Participation Plan associated with a Rezoning Application for Innovation Mesa - Phase 2. On July 16, 2013 Council awarded the design phase services contract to APMI Inc. for the preparation of the design documents and the acceptance of the IGA with NAU for the financial assistance contribution from ACA.

Expanded Options and Alternatives:

1. Approve the award as recommended.
2. Reject approval of the award, redesign the project and re-advertise for bids. This option would have the effect of delaying the start of construction by approximately three months and leave the newly constructed facility without conference, office and kitchen furniture, security cameras/recorder, and audio-visual equipment at the time of opening.

Attachments: Vicinity Map
 Construction Contract

Innovation Mesa Business Accelerator & Emergency Operations Center Project



Title: Innovation Mesa BA & EOC Project

COF Proj. No. 243913

COF File No. 03-12005

0 255 510 1,020 1,530 2,040 Feet

April 18, 2013

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona and Electronic Security Concepts, LLC.

This Construction Contract ("Contract") is made and entered into this ____ day of _____ 2015, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Electronic Security Concepts, LLC., an Arizona limited liability company ("Contractor") with offices at 8320 E. Gelding Dr., Scottsdale, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Owner desires to obtain contracted construction type services; and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Innovation Mesa Business Accelerator and Secondary Emergency Operations Center FF&E/Video and Security Systems Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

- 1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

- 3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;
- 3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **seventy-five (75) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason*, on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the

timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City. The City shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Agreement and that Contractor shall also remain liable under all obligations, terms and conditions of this Agreement.

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below **and** to legal counsel for the party to whom the notice is being given.

If to Owner:

Patrick Brown, C.P.M.
Senior Procurement Specialist
211 West Aspen Avenue
Flagstaff, AZ 86001

If to Contractor:

Joseph Menke
President
8320 E. Gelding Dr.
Scottsdale, AZ 85260

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work.

If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

28. No Third Party Beneficiaries. The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining

provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Electronic Security Concepts, LLC.

Jeff Meilbeck, Interim City Manager

Signature

Attest:

Printed Name

City Clerk

Approved as to form:

City Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Steve Zimmerman, Parks Manager
Date: 03/11/2015
Meeting Date: 03/17/2015



TITLE:

Consideration and Approval of Contract: Consideration to award contract for Portable Chemical Toilets (*Enter contract with First Class Sanitation to supply and service portable chemical toilets*).

RECOMMENDED ACTION:

Accept the lowest responsive and responsible bid from First Class Sanitation of Flagstaff, to supply and service Portable Chemical Toilets at the prices shown on the attached bid tabulation.

Executive Summary:

In February, 2015, the bid for Portable Chemical Toilets was sent out to three (3) vendors, with one vendor acknowledging receipt and interest in bidding. The City received one (1) bid for supplying and servicing the City's Portable Chemical Toilets. The only responsive bidder was First Class Sanitation, a local vendor.

This bid will supply the City of Flagstaff with portable chemical toilets for a period of two years, with the option to renew for three additional years, one year at a time, by mutual agreement between the City and First Class Sanitation. The base monthly price includes three (3) cleanings per week, with additional cleanings being charged per occurrence.

The portable chemical toilets are put into various City parks and the contract is also used by the Solid Waste Section at the Landfill and used by Community Events for various city sponsored events.

Financial Impact:

The Parks Section has \$32,572.00 ([001-06-155-0561-5-4245](#)) and \$33,826.00 ([001-06-155-0567-5-4245](#)) budgeted for the Portable Chemical Toilet rentals. Solid Waste (Landfill) has \$1,800.00 (211-06-165-0631-0-4215) budgeted for two portable chemical toilets located at the Landfill. Community Events has \$2,400.00 ([001-06-156-0583-5-4245](#)) for various city sponsored events.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

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

REGIONAL PLAN:

Recreation

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Award contract as recommended
2. Not award the bid and not provide the Portable Chemical toilets at parks and events.
3. Build restroom facilities at park locations that utilize these services. The construction cost and maintenance of these new facilities outweighs the rental and servicing of these portable chemical toilets even when the Life/Cycle Cost is taken into consideration.

Per Site Cost - Parks only

Construction of a three unit restroom facility	\$124,000
Ongoing Cost (annual)	\$ 17,200

Current Annual Cost per Site (portables)

• Seasonal (8 months)	\$ 2,300
• Year Round	\$ 6,200

Life/Cycle Cost for facility

Seasonal (8 months)	54 years
Year Round	20 years

Background/History:

The portable chemical toilets are put into various City parks, used by the Solid Waste Section at the Landfill and used by Community Events for various city sponsored events.

Key Considerations:

This is a low cost option to provide toilet services at parks where toilet facilities would otherwise not be provided.

Community Benefits and Considerations:

These units are located on a year round and/or seasonal basis at various park locations and at the Landfill.

Community Involvement:

Inform

Attachments: Bid Tabulations

DATE: 02/17/2015 BID/PROJECT NO: 2015-56 BID/PROJECT NAME: Portable Chemical Toilets

DATE: 02/17/2015 BID/PROJECT NO: 2015-56 BID/PROJECT NAME: Portable Chemical Toilets

CONDUCTED BY: Candace Schroeder

WITNESS: Di Ann Butkay ENGINEERS ESTIMATE: \$

[illegible]

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Mark Gaillard, Fire Chief
Date: 03/11/2015
Meeting Date: 03/17/2015



TITLE:

Consideration and Approval of Contract: Consideration to enter into the revised Arizona Mutual Aid Compact ("AZMAC"). (***Approve AZMAC***).

RECOMMENDED ACTION:

Approve the Arizona Mutual Aid Compact and authorize the Mayor to execute on behalf of the City of Flagstaff.

Executive Summary:

In March of 2014 the Flagstaff City Council entered into the Arizona Mutual Aid Compact (AZMAC). Participation in the AZMAC is a pathway to a more efficient response and recovery to large scale disasters and emergencies. The AZMAC guides the request, deployment, and reimbursement of resources to disasters and /or major emergencies. The changes in the AZMAC are minor or are simply re-wording of existing provisions. Much of the changes do not impact local government organizations. Staff Recommends approval of the AZMAC.

Financial Impact:

There is no financial impact to the City of Flagstaff for participating in the AZMAC nor is there a commitment to incur financial impacts as a part of participation.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Ensure that we are as prepared as possible for extreme weather events

REGIONAL PLAN:

Goal PF.1. Work across all government operations and services to prepare for the impacts of natural and human caused hazards.

Has There Been Previous Council Decision on This:

The Council took action on March 3, 2014 to enter into the AZMAC.

Options and Alternatives:

Council may elect to enter into the AZMAC, or;
not take action to enter into the revised AZMAC.

Background/History:

The AZMAC establishes authorities, procedures, and intent to participate in mutual aid responses beyond the scope of local and regional jurisdiction's capabilities. The AZMAC supports mutual aid coordination from the local, the state, and federal governments. It is guided by the policies of the National Incident Management System and the Arizona Revised Statutes. Similar to typical local mutual aid agreements, the AZMAC establishes methods and expectations that guide mutual aid activities. The elements include: common definitions; procedures for requesting mutual aid; reimbursement procedures; workman's compensation treatment and standard protections afforded to the participants.

Community Involvement:

Inform

Attachments: [Agreement](#)

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. **Purpose.**

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. **Scope.**

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. **Definitions.**

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

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

19. Insurance.

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

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC) EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power | <input type="checkbox"/> Transporter |

Mission

--

Special Instructions

--

Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC) EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities
--

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B

ARIZONA MUTUAL AID COMPACT (AZMAC) POINTS OF CONTACT

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC) USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

Insurance Requirements for Governmental Parties:

None.

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

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

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

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

- c.** Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

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

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

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

- 1.** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G.** Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Rick Tadder, Finance Director
Date: 03/11/2015
Meeting Date: 03/17/2015



TITLE:

Consideration of Audited Financial Reports: Year ending June 30, 2014.

RECOMMENDED ACTION:

Approve the June 30, 2014, Comprehensive Annual Financial Report and the Single Audit Report as recommended by the City of Flagstaff Audit Committee.

Executive Summary:

City Charter (Article VI, Section 5) requires that the City perform an annual financial audit each year. Furthermore, there is a Federal requirement to complete a Single Audit report if an organization received more than \$300,000 in federal financial assistance, which the City has. This Staff Summary is for formal adoption of these reports.

Financial Impact:

There is no financial impact to approving the City's Fiscal Year 2014 Comprehensive Annual Financial Report (CAFR) or the Single Audit.

Connection to Council Goal and/or Regional Plan:

Financial Reporting does not fit in a specific Council or Regional Plan goal, but allows for overall support of the organization. This item is required by City Code.

Previous Council Decision on This:

No

Options and Alternatives:

- Approve the City's Fiscal Year 2014 CAFR and Single Audit Report.
- Do not approve the City's Fiscal Year 2014 CAFR and Single Audit report with direction to the Audit Committee or independent auditor of Council's questions/issues.

Background/History:

The City is required to perform an independent annual financial audit per City Charter Article VI, Section 5 which states:

"Prior to the end of each fiscal year, the Council shall designate an independent Certified Public Accountant, who, as of the end of the fiscal year, shall make up an audit of accounts and other evidence of financial transactions of the City government, and shall submit a long-form report, including recommendations concerning policy and fiscal procedures, to the Council, and to the City Manager. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or of any of its officers. The accountant shall, within specifications approved by the Council, post-audit the books and documents kept by the City, and any separate or subordinate accounts kept by any other office, department, or agency of the City government."

In addition to financial audit, the City is Federally required to complete a Single Audit based on Federal standards. The City meets this requirement because it received more than \$300,000 in federal assistance.

The City has hired Eide Bailly, LLC (the Auditors) to perform the audit on behalf of the City. While the Auditors' staff works directly with the Finance Staff to complete review of the City's financial data and internal controls, their responsibility is to perform the audit with independence and report back to Council. The financial reports are the responsibility of the City and are presented based on activity as of the end of the fiscal year and consists of the Comprehensive Annual Financial Report (CAFR) and Single Audit. The CAFR is presented in accordance with all standards as defined by the Government Accounting Standards Board (GASB). The Auditors are not responsible for reviewing every transaction for the fiscal year, however based on the standards the Auditors plan and perform the audit to obtain reasonable assurance that the statements are free of material misstatements.

The City has established an Audit Committee to review the financial reports and findings. The committee discusses the information and makes a recommendation to Councils to accept or reject the financial reports. The Audit Committee is represented by a City Councilmember, three citizens, the City Manager, and the Management Services Director:

- Eva Putzova, Council Member
- David Cospier, CPA
- Sharman Cawood, CPA
- Christopher Lambert, CPA
- Jeff Meilbeck, City Manager
- Barbara Goodrich, Management Services Director

The financial reports were reviewed by the Audit Committee through a presentation by the Auditors. The presentation of the financial reports to the Audit Committee occurred on January 29, 2015 and was facilitated by Rick Tadder, Finance Director, Lealan Miller, Partner with Eide Bailly, and Sarah Jones, Audit Manager with Eide Bailly.

Key Considerations:

The City has received an unqualified opinion from the audit firm, meaning they believe the financial statements are fairly presented in accordance with generally accepted accounting principles. In the Communication to Mayor and City Council (attached) the audit firm states: there were no difficulties encountered in performing the audit and; there were no disagreements with management. The letter states there were no corrected misstatements and four uncorrected misstatements. Misstatements are noted when the Auditors have found items that may be incorrectly presented during the audit engagement.

Attachments: Memo
Council Communication

Memo

To: Honorable Mayor and City Council
From: Rick Tadder, Finance Director
Date: March 6, 2015
Re: Annual Financial Report Documents



We are scheduled to present the FY 2014 Comprehensive Annual Financial Report and Single Audit at the March 17, 2015 Council Meeting. Due to the size of the files, we have placed a copy of the following reports in the Council's office:

- June 30, 2014 Comprehensive Annual Financial Report
- Single Audit Report and Schedule of Financial Assistance

These reports may also be accessed on the City website here:

<http://www.flagstaff.az.gov/index.aspx?nid=164>



January 15, 2015

To the Honorable Mayor and the Members of the City Council
City of Flagstaff
Flagstaff, Arizona

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Flagstaff (the City) for the year ended June 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 30, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 13 to the financial statements, the City changed accounting policies related to recording of deferred bond issuance costs and reporting of deferred outflows of resources by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 65, *Items Previously Reported as Assets and Liabilities*, in 2014. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Net Position. Also, as described in Note 14 to the financial statements, the City adopted a change in accounting principle wherein debt service payments, including both principal and interest reductions, are recognized when due. The City has retroactively restated the previously reported governmental fund balance to account for timing of debt service payments in accordance with the change in accounting principle. Governmental and business-type activities net position was not impacted by the change. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of the provision for doubtful accounts is based on historical collection rates and an analysis of other key factors.

Management's estimate of the valuation of donated infrastructures is based on internal and external, as determined necessary, estimates and studies for each donated item.

Management's estimate of the Incurred but Not Report (IBNR) liability is based on historical claims rates, management's knowledge of current year activity, and an analysis of other key factors.

Management's estimate of the landfill closure and post-closure costs related liability is based on third-party actuarial and environmental study analysis, estimates of usage capacity remaining, and an analysis of other key factors.

We evaluated the key factors and assumptions used to develop the estimates listed above in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We identified no such misstatements.

The following summarizes uncorrected misstatements of the financial statements, for which management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

- Adjustment to increase miscellaneous revenue and decrease fund balance in the General Fund of \$98,079.
- Adjustment to decrease miscellaneous revenue and increase fund balance in the Environmental Services Fund of \$42,312.
- Adjustment to increase expense and decrease fund balance in the Airport Fund of \$236,283.
- Adjustment to increase accrued interest and interest expense in the Airport Fund of \$27,335.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 15, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management’s discussion and analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining nonmajor fund financial statements, the capital assets schedule by function and activity, the budgetary comparison of the major debt service fund and nonmajor governmental funds, and the financial data submission schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory and statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

The financial statements include the financial statements of the Municipal Facilities Corporation (MFC), a nonprofit corporation created by the City for the purpose of constructing, acquiring, and equipping municipal facilities, which for the purposes of our audit, we did not consider to be a significant component of the financial statements. Consistent with the audit of the financial statements as a whole, our audit included obtaining an understanding of the MFC and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of the MFC and completion of further audit procedures, as determined to be necessary.

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Eide Bailly LLP
Phoenix, Arizona

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 03/12/2015
Meeting Date: 03/17/2015



TITLE

Consideration of Cancelling Regular City Council Meeting: April 21, 2015, due to budget scheduling.

RECOMMENDED ACTION:

Cancel the April 21, 2015, Regular Council Meeting

EXECUTIVE SUMMARY:

In an effort to accommodate everyone's schedule with the additional budget advances, staff is recommending that the Regular Meeting of April 21, 2015, be cancelled and replaced with a day of Budget Advance, to be held from 12:00 noon to 8:00 p.m. All agenda items previously scheduled for this date are able to be rescheduled.

INFORMATION:

COUNCIL GOAL

8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

Attachments:

Memorandum

16. A.

CITY OF FLAGSTAFF

To: The Honorable Mayor and Council
From: Josh Copley, Deputy City Manager
Date: 03/12/2015
Meeting Date: 03/17/2015



TITLE:

Report on City Council Legislative Trip to Washington, D.C.

DESIRED OUTCOME:

Information only.

EXECUTIVE SUMMARY:

During this presentation Council will receive a briefing on the outcomes of the annual legislative trip to Washington, D.C. which occurred on Feb 25th through Feb 27th, 2015.

INFORMATION:

The following items will be included in this briefing:

- Rio de Flag Flood Control Project
- Red Gap Ranch Pipeline
- Flagstaff Watershed Protection Project
- Fourth street/I-40 Bridge & Lone Tree Interchange Project
- Flagstaff Land Conveyance & Economic Development Act
- Flagstaff Pulliam Airport improvements
- Flagstaff Veteran Facility.

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
- 6) Relieve traffic congestion throughout Flagstaff
- 7) Address key issues and processes related to the implementation of the Regional Plan

Attachments: