

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MAY 19, 2015

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

4:00 P.M. MEETING

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

1. **CALL TO ORDER**

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

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

MISSION STATEMENT

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

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

5. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda (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

- A. Consideration and Action on Liquor License Application:** Roger Burton, "Giant Store #067", 1050 S. Milton Ave., Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

- B. Consideration and Action on Liquor License Application:** Roger Burton, "Giant Store #066", 101 E. Butler, Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

- C. Consideration and Action on Liquor License Application:** Roger Burton, "Giant Store #045", 2300 E. Butler Ave., Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

- D. Consideration and Action on Liquor License Application:** Roger Burton, "Giant Store #006", 1205 S. Milton, Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

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 Cooperative Contract:** Cinder Lake Landfill Excavation and Grading for Paper Millings Storage Cell (**Approve contract with SDB, Inc. in the amount of \$405,874.16**).

RECOMMENDED ACTION:

Approve the contract with SDB, Inc. utilizing the Mohave Educational Services Cooperative Job Order Contract (Contract #14G-SDB-0903) for \$405,874.16.

- B. **Consideration and Approval of Purchase:** Cinder Lake Landfill-GPS Unit for Heavy Equipment (*Approve proposal submitted by RDO Integrated Controls in the amount of \$66,657.11*).

RECOMMENDED ACTION:

Approve the proposal from RDO Integrated Controls for \$66,657.11 as a sole source procurement.

- C. **Consideration and Approval of Cooperative Contract:** Purchase of one (1) D8 Dozer with a trash application on a National IPA cooperative purchase agreement with the City of Tucson--- Bid #12077 (*Approve purchase of D8 Dozer from Empire Machinery in the amount of \$724,025.86*).

RECOMMENDED ACTION:

Approve the purchase of one (1) D8 Dozer with a trash application from Empire Machinery through a National IPA cooperative purchase agreement with the City of Tucson, AZ. for the amount of \$724,025.86 (tax and freight included).

- D. **Consideration and Approval of Contract:** Purchase 17 gasoline powered trucks to replace diesel trucks through a City of Flagstaff Invitation for Bids, bid number 2015-66 (*Approve contract with Tate's Auto Center in the amount of \$625,820 for the purchase of 17 trucks*).

RECOMMENDED ACTION:

Approve the purchase of 17 gasoline powered light duty trucks from Tate's Auto Center Holbrook, Arizona in the amount of \$625,820 plus all applicable tax.

- E. **Consideration and Approval of Contracts:** Purchase water and wastewater treatment chemicals through a City of Flagstaff Invitation for Bids, Bid number 2015-27 (*Approve contracts with five (5) vendors for water and wastewater treatment chemicals*).

RECOMMENDED ACTION:

Approve and award three (3) year initial term contracts, with options to extend for two (2) one year renewals, with five (5) national companies for the purchase of bulk water and wastewater treatment chemicals that will ensure guaranteed prices under our procurement process. The vendors' not to exceed annual costs are as follows:

- 1) Chemtrade Chemicals US, LLC. of Parsippany, New Jersey agrees to provide liquid aluminum sulfate for a not to exceed annual cost of \$177,100.
- 2) DPC Enterprises, L.P. of Glendale, Arizona agrees to provide gaseous chlorine for a not to exceed annual cost of \$79,410.
- 3) Hills Brothers Chemical Company of Phoenix, Arizona agrees to provide liquid chlorine for a not to exceed annual cost of \$45,220.
- 4) Thatcher Company of Arizona, Inc. of Salt Lake City, Utah agrees to provide sulfur dioxide and liquid polymer for a not to exceed annual cost of \$81,117.
- 5) Univar USA Inc. of Phoenix, Arizona agrees to provide liquid caustic soda for a not to exceed annual cost of \$139,750.

- F. **Consideration and Approval of Contract:** Siler Homes Roof Replacement due to Hail Damage (*Approve contract with Sky Construction & Engineering, Inc. in the amount of \$506,749.00*)

RECOMMENDED ACTION:

- 1) Approve the construction contract with Sky Construction & Engineering, Inc. in the amount of \$506,749.00 and a contract time of 90 calendar days;
- 2) Authorize the City Manager to execute the necessary documents.

- G. Consideration and Approval of Contract:** Bonito Street Water and Sewer Improvement Project. ***(Approve contract with Standard Construction Company, Inc. in the amount of \$1,444,149.75).***

RECOMMENDED ACTION:

- 1) Approve the construction contract with Standard Construction Company Inc. from Avondale, AZ in the amount of \$1,444,149.75 (includes a 5% contract allowance in the amount of \$60,000) and a contract time of 150 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$138,415.00 (10% of the contract amount, less allowance);
- 3) Authorize the City Manager to execute the documents.

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

RECOMMENDED ACTION:

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

10. ROUTINE ITEMS

- A. Consideration and Approval of Street Closure(s):** Great Race

RECOMMENDED ACTION:

- Approve the street closure at Aspen Avenue (between San Francisco Street and Beaver Street) on Thursday, June 25, 2015 from 2:00 p.m. - 8:00 p.m.

- B. Consideration and Adoption of Ordinance No. 2015-06:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3, Business Regulations, Chapter 3-10, User Fees, Section 3-10-001-0006, City Clerk, by increasing the Liquor License fee from \$560.00 to \$815.00; Providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date. ***(Increasing the Liquor License application fee.)***

RECOMMENDED ACTION:

- 1) City Clerk to read Ordinance No. 2015-06 for the final time by title only
- 2) City Clerk reads Ordinance No. 2015-06 by title only (if approved above)
- 3) Adopt Ordinance No. 2015-06

- C. Consideration / Adoption of Resolution No. 2015-15 and Ordinance No. 2015-05:** A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as the "2015 City Tax Code Amendments" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, *Privilege and Excise Taxes*, by adopting "2015 City Tax Code Amendments" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates. ***(2015 City Tax Code Amendments)***

RECOMMENDED ACTION:

- 1) Adopt Resolution No. 2015-15
- 2) Read Ordinance No. 2015-05 by title only for the final time
- 3) City Clerk reads Ordinance No. 2015-05 by title only (if approved above)
- 4) Adopt Ordinance No. 2015-05

- D. **Consideration and Approval of Grant Agreement:** A grant agreement between City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration and Arizona Department of Transportation Aeronautics Division for Design of mill and overlay of asphalt on Flagstaff Airport Runway 3/21 project. (***Approve asphalt overlay on airport runway***).

RECOMMENDED ACTION:

Approve the Grant Agreement with the U.S. Department of Transportation, Federal Aviation Administration (FAA) in the amount of \$293,500 for the design of Runway 3/21 Mill and Overlay Reconstruction Project. This will assist in the ability to obtain an FAA Grant for the final construction work on the Runway 3/21 Mill and Overlay Reconstruction Project.

- E. **Consideration and Approval of Contract:** Supplemental Agreement No. 3, Pulliam Airport Runway 3-21 Mill and Overlay Project, design services for the overlay project. (Supplemental agreement to facilitate grant for asphalt overlay at airport).

RECOMMENDED ACTION:

- 1) Approve Supplemental Agreement Number 3 with Kimley-Horn and Associates, Inc. in the amount of \$ 263,826.68 subject to acceptance of a grant from the Federal Aviation Administration and the Arizona Department of Transportation, Multimodal Planning Division, Aeronautics.
- 2) Authorize the City Manager to execute the necessary documents.

- F. **Consideration and Approval:** 2015 FAA Passenger Facility Charge (PFC) Application. (***Approval per-passenger charge***)

RECOMMENDED ACTION:

Approve the 2015 FAA Passenger Facility Charge (PFC) Application and authorize the City Manager to make non-substantive adjustments as necessary to address FAA requests.

- G. **Consideration and Approval of Contract:** Approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance at an estimated annual cost of \$725,000. (Workers Compensation Insurance Contract).

RECOMMENDED ACTION:

Council approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance at an estimated annual cost of \$725,000.

- H. **Consideration and Approval of Contract:** Approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$875,000. (Renewal of Property and Casualty Insurance Contracts). This renewal is \$30,000 less than last fiscal period and \$350,000 less than budgeted for the 2013-2014 fiscal period. There is no change in deductible and no changes in carriers or coverage from last fiscal period.

RECOMMENDED ACTION:

Council approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$875,000.

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

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

11. ROLL CALL

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

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

12. PUBLIC PARTICIPATION**13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA****14. PUBLIC HEARING ITEMS****15. REGULAR AGENDA**

- A. Consideration and Adoption of Ordinance No. 2015-08:** An ordinance of the Flagstaff City Council amending Title VI, *Police Regulations*, of the Flagstaff City Code by amending Section 6-08-001-0005, *Large Parties, Gatherings or Events*, thereof; providing for severability and authority for clerical corrections, and establishing an effective date. ***(Amending, revising and supplementing Section 6-08-001-0005, Large Nuisance Parties, Gatherings or Events, of the Flagstaff City Code)***

RECOMMENDED ACTION:

- 1) City Clerk to read Ordinance No. 2015-08 by title only for the final time
- 2) City Clerk reads Ordinance No. 2015-08 by title only (if approved above)
- 3) Adopt Ordinance No. 2015-08

- B. Consideration and Adoption of Resolution No. 2015-16 :** A resolution of the Council of the City of Flagstaff, Arizona, memorializing direction for staff to bring an ordinance for consideration providing eight acres of land on McMillan Mesa to the Arizona Department of Veterans' Services (AZDVS) for use as a skilled nursing facility to serve veterans.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2015-16 by title only
- 2) City Clerk reads Resolution No. 2015-16 (if approved above)
- 3) Adopt Resolution No. 2015-16

- C. **Consideration and Adoption of Ordinance No. 2015-10** : An ordinance of the Flagstaff City Council authorizing the City of Flagstaff to accept specific deeds of real property and easements and providing for the repeal of conflicting ordinances, severability, and authority for clerical corrections, and establishing an effective date (***Adopt ordinance authorizing acceptance of real property deeds and easements***).

RECOMMENDED ACTION:

At the City Council meeting of May 19, 2015

- 1) Read Ordinance No. 2015-10 by title only for the first time
- 2) City Clerk reads Ordinance No. 2015-10 by title only (if approved above)

At the City Council meeting of June 2, 2015

- 3) Read Ordinance No. 2015-10 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-10 by title only (if approved above)
- 5) Adopt Ordinance No. 2015-10

- D. **Consideration and Adoption of Resolution No. 2015-19 and Ordinance No. 2015-09**: A resolution and ordinance of the Flagstaff City Council adopting by reference revised sewer discharge limitations. (***Updates and revisions to local limits for industrial sewer discharge***)

RECOMMENDED ACTION:

At the Council Meeting of May 19, 2015

- 1) Read Resolution No. 2015-19 by title only
- 2) City Clerk reads Resolution No. 2015-19 by title only (if approved above)
- 3) Read Ordinance No. 2015-19 by title only for the first time
- 4) City Clerk reads Ordinance No. 2015-09 by title only (if approved above)

At the Council Meeting of June 2, 2015

- 5) Adopt Resolution No. 2015-19
- 6) Read Ordinance No. 2015-09 by title only for the final time
- 7) City Clerk reads Ordinance No. 2015-09 by title only (if approved above)
- 8) Adopt Ordinance No. 2015-09

- E. **Consideration and Adoption of Resolution 2015-17 and Ordinance No. 2015-07**: A resolution of the Flagstaff City Council declaring the Revised Stormwater Utility Credit Manual a public record and an ordinance adopting the Revised Stormwater Utility Credit Manual by reference. (***Updates and revisions to Stormwater Utility Credit Manual***)

RECOMMENDED ACTION:

At the Council Meeting of May 19, 2015

- 1) Read Resolution No. 2015-17 by title only
- 2) City Clerk reads Resolution No. 2015-17 by title only (if approved above)
- 3) Read Ordinance No. 2015-07 by title only for the first time
- 4) City Clerk reads Ordinance No. 2015-07 by title only (if approved above)

At the Council Meeting of June 2, 2015

- 5) Adopt Resolution No. 2015-17
- 6) Read Ordinance No. 2015-07 by title only for the final time
- 7) City Clerk reads Ordinance No. 2015-07 by title only (if approved above)
- 8) Adopt Ordinance No. 2015-07

16. **DISCUSSION ITEMS**

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.

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: Stacy Saltzburg, Deputy City Clerk
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Action on Liquor License Application: Roger Burton, "Giant Store #067", 1050 S. Milton Ave., Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 (Liquor Store - all spirituous liquor) licenses are obtained through the person transfer of an existing license from another person and allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The Giant location at 1050 S. Milton Ave. is currently operating with a Series 9 liquor license; the person transfer is required because of a recent internal restructure of the company to a new LLC and owner. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Background/History:

An application for a Series 09 liquor license person transfer was received from Roger Burton for Giant Store #067, 1050 S. Milton Ave.

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

A background investigation performed by Tom Boughner, Code Compliance Manager resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a person transfer, consideration may be given to only the applicant's personal qualifications.

A Series 09 (Liquor Store) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The deadline for issuing a recommendation on this application is May 20, 2015.

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

Expanded Financial Considerations:

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

Community Involvement:

The application was properly posted on April 29, 2015. No written protests have been received to date.

Attachments: [Giant 067 Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 9 Description](#)
 [Giant 067 PD Memo](#)
 [Giant 067 Code Memo](#)
 [Giant 067 Tax Memo](#)

OFFICE OF THE CITY CLERK

May 7, 2015

Giant Store #067
Attn: Roger Burton
1250 W. Washington Street #101
Tempe, AZ 85281

Dear Mr. Burton:

Your application for a Series 09 liquor license person transfer for Giant Store #067 at 1050 S. Milton Ave., was posted on April 29, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 19, 2015 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 19, 2015 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

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

License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

MEMORANDUM

15-038-01

TO Chief Kevin Treadway
FROM Sgt. Matt Wright
DATE May 4, 2015
REF Series 9 liquor license application for a person to person transfer for Giant Gas Station # 067

On May 4, 2015, I initiated an investigation into an application for a person to person transfer on an existing liquor license for the Giant store located at 1050 S. Milton Road in Flagstaff. The license number is 09030044.

I spoke with Roger Burton the listed agent on the license application. Roger stated due to an internal restructure of the company a new LLC called Western Refining Retail is now the owner of the Giant stores. Western Refining Retail is owned and operated by Roger Burton, Robert Sprouse, William Jewell, Mark Smith and Gary Dalke. James O'Neal is also listed in the application as a manager who will manage the day to day operations of the Giant store.

I conducted a query through our local systems and public access on Roger Burton, Robert Sprouse, William Jewell, Mark Smith, and James O'Neal and no derogatory records were found. I could not locate any pending or past liquor violations filed against this Giant store. The names on the license will change but the business and operations will remain the same.

Based on this investigation I can find no reason to oppose this application for the person to person transfer of this license.



Planning and Development Services Memorandum

May 5, 2015

TO: Stacy Saltzburg, Deputy City Clerk

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

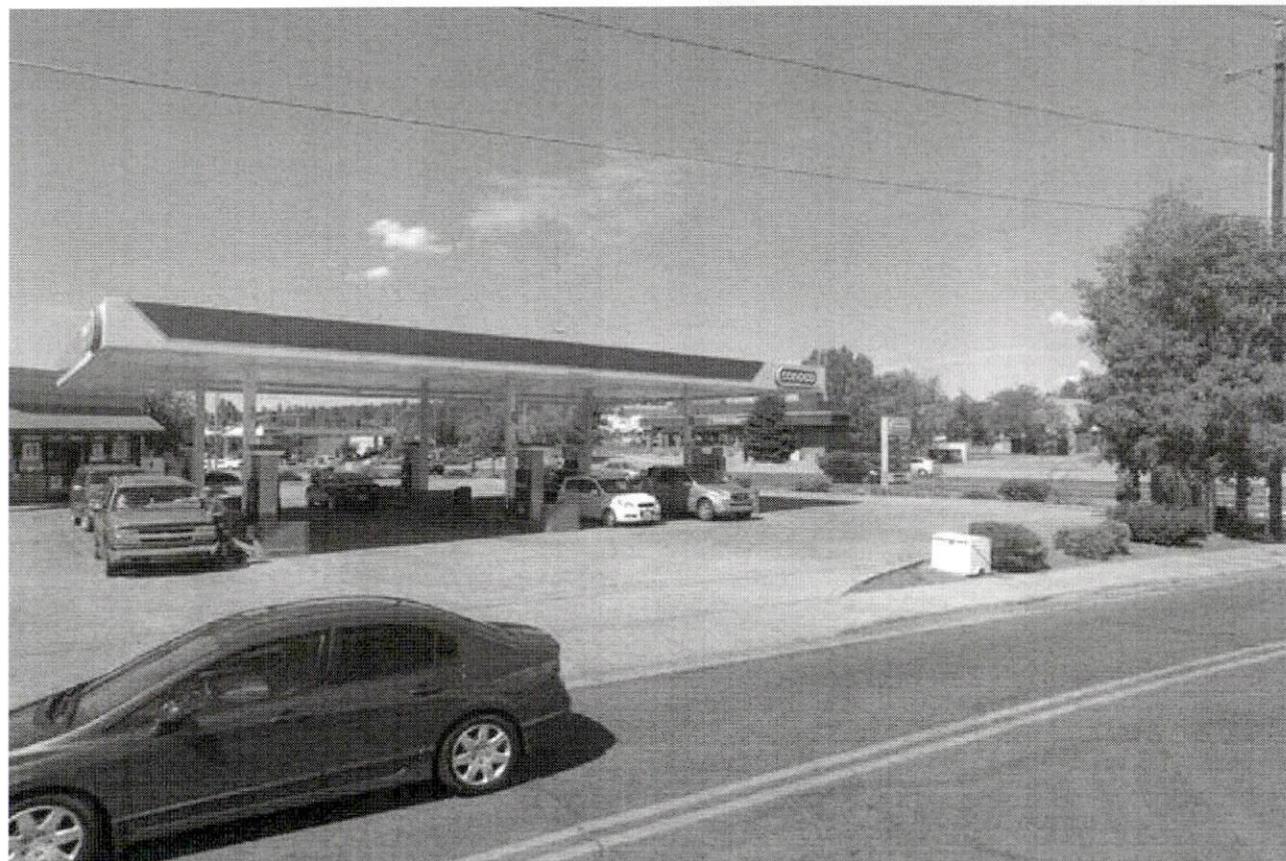
FROM: Tom Boughner, Code Compliance Mgr.

RE: Application for Liquor License #09030044
1050 South Milton Road, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-04-008A
Roger Burton on behalf of Giant Store #067

This application is a request for a new, Series 9 beer and wine sales, by Roger Kenneth Burton on behalf of Western Refining LLC (Giant Store #067). This retail store is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.





Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: May 07, 2015

Re: Series 10 Liquor License – Giant #067

I have reviewed our records for Western Refining Retail LLC DBA Giant #067 and have no objection to approval of this liquor license.

/liquor licenses/Giant #067.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Action on Liquor License Application: Roger Burton, "Giant Store #066", 101 E. Butler, Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 (Liquor Store - all spirituous liquor) licenses are obtained through the person transfer of an existing license from another person and allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The Giant location at 101 E. Butler Ave. is currently operating with a Series 9 liquor license; the person transfer is required because of a recent internal restructure of the company to a new LLC and owner. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Background/History:

An application for a Series 09 liquor license person transfer was received from Roger Burton for Giant Store #066, 101 E. Butler Ave.

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

A background investigation performed by Tom Boughner, Code Compliance Manager resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a person transfer, consideration may be given to only the applicant's personal qualifications.

A Series 09 (Liquor Store) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The deadline for issuing a recommendation on this application is May 20, 2015.

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

Expanded Financial Considerations:

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

Community Involvement:

The application was properly posted on April 29, 2015. No written protests have been received to date.

Attachments: [Giant 066 Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 9 Description](#)
 [Giant 066 PD Memo](#)
 [Giant 066 Code Memo](#)
 [Giant 066 Code Memo](#)

Giant 066 Tax Memo

OFFICE OF THE CITY CLERK

May 7, 2015

Giant Store #066
Attn: Roger Burton
1250 W. Washington Street #101
Tempe, AZ 85281

Dear Mr. Burton:

Your application for a Series 09 liquor license person transfer for Giant Store #066 at 101 E. Butler Ave., was posted on April 29, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 19, 2015 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 19, 2015 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

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

License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

MEMORANDUM

15-040-01

TO Chief Kevin Treadway
FROM Sgt. Matt Wright
DATE May 5, 2015
REF Series 9 liquor license application for a person to person transfer for Giant Gas Station # 066

On May 5, 2015, I initiated an investigation into an application for a person to person transfer on an existing liquor license for the Giant store located at 101 E. Butler Ave., in Flagstaff. The license number is 09030050.

I spoke with Roger Burton the listed agent on the license application. Roger stated due to an internal restructure of the company a new LLC called Western Refining Retail is now the owner of the Giant stores. Western Refining Retail is owned and operated by Roger Burton, Robert Sprouse, William Jewell, Mark Smith and Gary Dalke. James O'Neal is also listed in the application as a manager who will manage the day to day operations of the Giant store. The names on the license will change but the business and operations will remain the same.

I conducted a query through our local systems and public access on Roger Burton, Robert Sprouse, William Jewell, Mark Smith, and James O'Neal and no derogatory records were found. I did locate four liquor violations against this business in the last ten years. The most recent was in December of 2012 and the business was cited for failure to check ID and selling alcohol to an underage person. Prior to that in October of 2010 the business was cited for selling to an underage person a result of accepting a fake ID.

Based on this investigation I recommend approval of the application for the person to person transfer of this license.



Planning and Development Services Memorandum

May 5, 2015

TO: Stacy Saltzburg, Deputy City Clerk

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

FROM: Tom Boughner, Code Compliance Mgr.

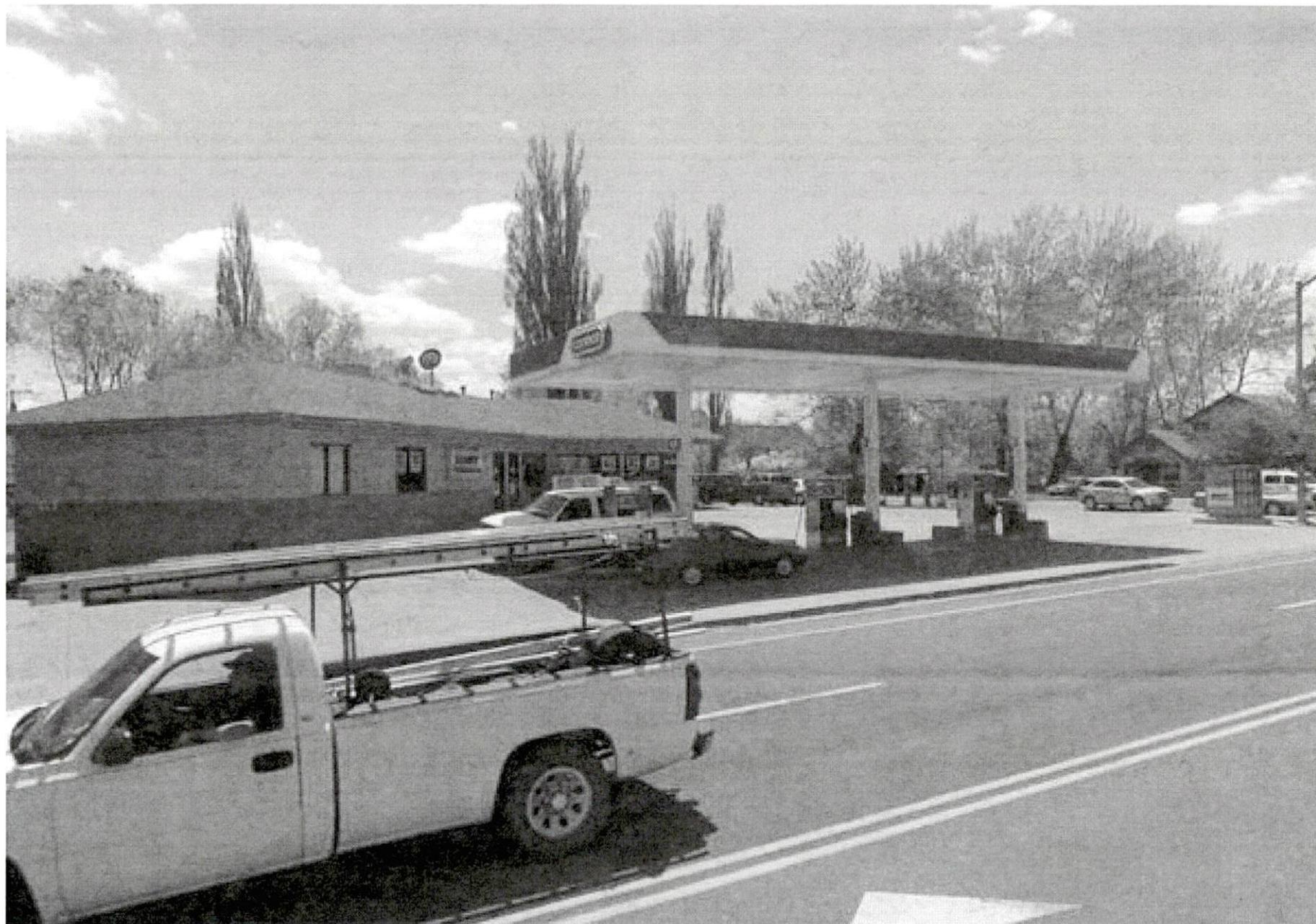
RE: Application for Liquor License #09030050
101 East Butler Avenue, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-13-016A
Roger Burton on behalf of Giant Store #066

This application is a request for a Person Transfer, Series 9 beer and wine sales, by Roger Kenneth Burton on behalf of Western Refining LLC (Giant Store #066). This retail store is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.







Planning and Development Services Memorandum

May 5, 2015

TO: Stacy Saltzburg, Deputy City Clerk

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

FROM: Tom Boughner, Code Compliance Mgr.

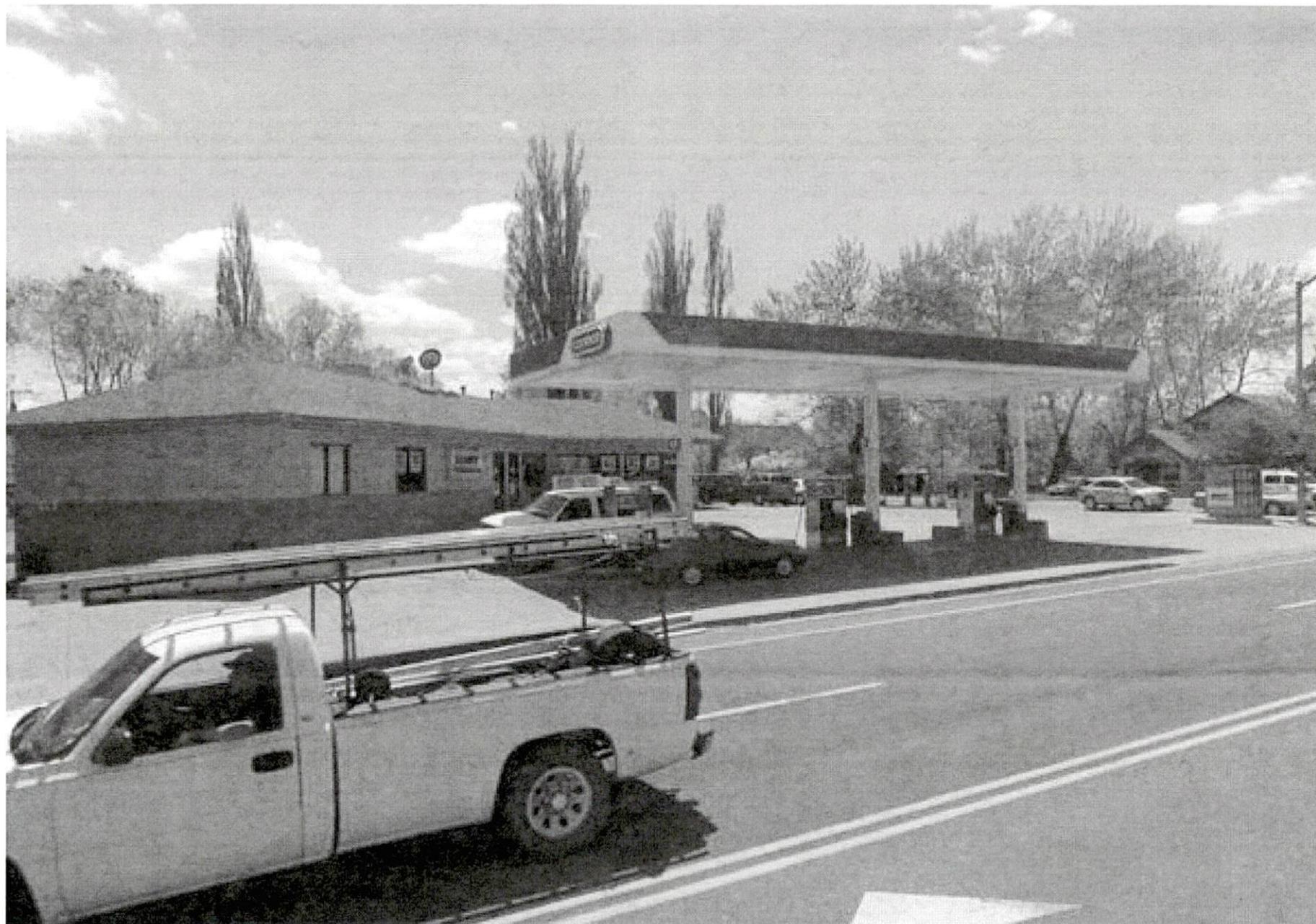
RE: Application for Liquor License #09030050
101 East Butler Avenue, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-13-016A
Roger Burton on behalf of Giant Store #066

This application is a request for a Person Transfer, Series 9 beer and wine sales, by Roger Kenneth Burton on behalf of Western Refining LLC (Giant Store #066). This retail store is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.





Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: May 07, 2015

Re: Series 10 Liquor License – Giant #066

I have reviewed our records for Western Refining Retail LLC DBA Giant #066 and have no objection to approval of this liquor license.

/liquor licenses/Giant #066.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Action on Liquor License Application: Roger Burton, "Giant Store #045", 2300 E. Butler Ave., Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The Giant location at 2300 E. Butler Ave. is currently operating with a Series 10 liquor license; the new license is required because of a recent internal restructure of the company to a new LLC and owner. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Background/History:

An application for a new Series 10 liquor license was received from Roger Burton for Giant Store #045, 2300 E. Butler Ave.

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

A background investigation performed by Tom Boughner, Code Compliance Manager, resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is May 20, 2015.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on April 29, 2015. No written protests have been received to date.

Attachments: [Giant 045 Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 10 Description](#)
 [Giant 045 Section 13](#)
 [Giant 045 PD Memo](#)
 [Giant 045 Code Memo](#)
 [Giant 045 Tax Memo](#)

OFFICE OF THE CITY CLERK

May 7, 2015

Giant Store #045
Attn: Roger Burton
1250 W. Washington Street #101
Tempe, AZ 85281

Dear Mr. Burton:

Your application for a new Series 10 liquor license for Giant Store #045 at 2300 E. Butler Ave., was posted on April 29, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 19, 2015 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 19, 2015 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 10033004 (exactly as it appears on license) Name Roger Kenneth Burton

15 APR 6 11:49 AM '00 Dept 001130

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____

Last
First
Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

RIKB
applicants initials

MEMORANDUM

15-039-01

TO Chief Kevin Treadway
FROM Sgt. Matt Wright
DATE May 5, 2015
REF Series 10 liquor license application for Giant Gas Station #045

On May 5, 2015, I initiated an investigation into an application for a series 10 (beer and wine store) liquor license for the Giant store located at 2300 E. Butler Ave., in Flagstaff. The license number is 10033203.

I spoke with Roger Burton the listed agent on the license application. Roger stated due to an internal restructure of the company a new LLC called Western Refining Retail is now the owner of the Giant stores. Western Refining Retail is owned and operated by Roger Burton, Robert Sprouse, William Jewell, Mark Smith and Gary Dalke. Milo Lister is also listed in the application as a manager who will manage the day to day operations of the Giant store.

I conducted a query through our local systems and public access on Roger Burton, Robert Sprouse, William Jewell, Mark Smith, and Milo Lister and no derogatory records were found. I could not locate any pending or past liquor violations filed against this Giant store. The names on the license will change but the business and operations will remain the same. This is a new license due to the fact a series 10 is a non-quota license.

Based on this investigation I can find no reason to oppose this application for the new series 10 license.



Planning and Development Services Memorandum

May 5, 2015

TO: Stacy Saltzburg, Deputy City Clerk

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

FROM: Tom Boughner, Code Compliance Mgr.

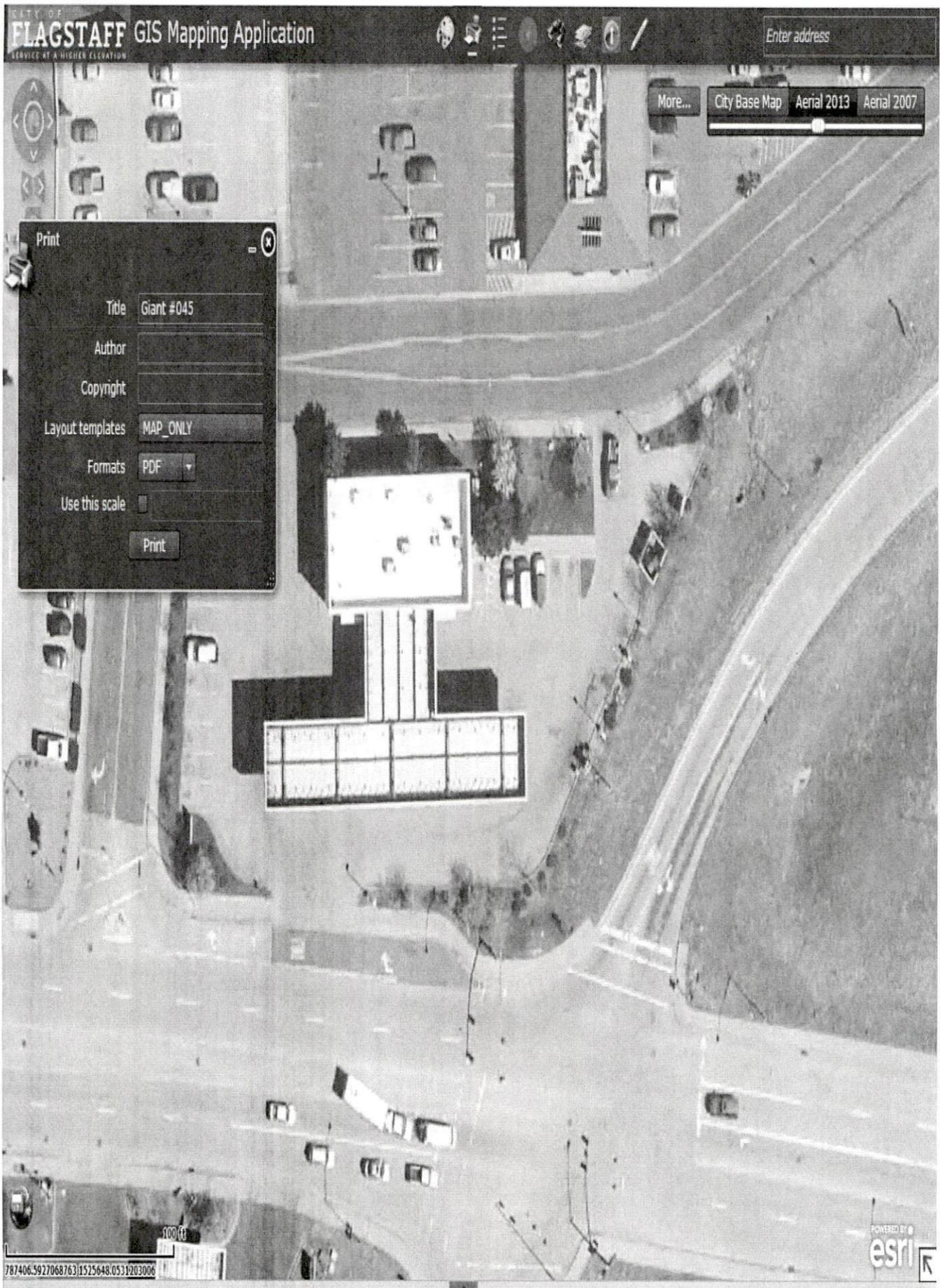
RE: Application for Liquor License #10033203
2300 East Butler Avenue, Flagstaff, Arizona 86001
Assessor's Parcel Number 106-03-005W
Roger Burton on behalf of Giant Store #045

This application is a request for a new, Series 10 (beer and wine sales) liquor license, by Roger Kenneth Burton on behalf of Western Refining Retail, LLC (Giant Store #045). This store is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.





Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: May 07, 2015

Re: Series 10 Liquor License – Giant #045

I have reviewed our records for Western Refining Retail LLC DBA Giant #045 and have no objection to approval of this liquor license.

/liquor licenses/Giant #045.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Action on Liquor License Application: Roger Burton, "Giant Store #006", 1205 S. Milton, Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The Giant location at 1205 S. Milton is currently operating with a Series 10 liquor license; the new license is required because of a recent internal restructure of the company to a new LLC and owner. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Background/History:

An application for a new Series 10 liquor license was received from Roger Burton for Giant Store #006, 1205 S. Milton.

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

A background investigation performed by Tom Boughner, Code Compliance Manager, resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is May 20, 2015.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on April 29, 2015. No written protests have been received to date.

Attachments: [Giant 006 Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 10 Description](#)
 [Giant 006 Section 13](#)
 [Giant 006 PD Memo](#)
 [Giant 006 Code Memo](#)
 [Giant 006 Tax Memo](#)

OFFICE OF THE CITY CLERK

May 7, 2015

Giant Store #006
Attn: Roger Burton
1250 W. Washington Street #101
Tempe, AZ 85281

Dear Mr. Burton:

Your application for a new Series 10 liquor license for Giant Store #006 at 1205 S. Milton, was posted on April 29, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 19, 2015 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 19, 2015 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

15 MAR 6 11 AM Dept 811128

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1,584 ft. Name of school Pine Forest Charter School
Address 1120 W. Kaibab Lane Flagstaff, AZ 86001
City, State, Zip

2. Distance to nearest church: 1,064 ft. Name of church Grace Community
Address 93 Historic Route 66, Flagstaff, AZ 86001
City, State, Zip

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name I.S. three Austin/Hunter's Ridge Limited Partnership
Address 2424 N. Federal Highway Suite # 454, Boca Raton, Florida 33431
City, State, Zip

4a. Monthly rental/lease rate \$ 13,200.00 What is the remaining length of the lease 3 yrs. 9 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Lose Site
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Gas Station/Convenience store

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year? YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name
- License # 10030049 (exactly as it appears on license) Name Roger Kenneth Burton

115 MAR 6 LIQR. DEPT RM1123

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicant's initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
- Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? _____
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

RKB
applicant's initials

MEMORANDUM

15-037-01

TO Chief Kevin Treadway
FROM Sgt. Matt Wright
DATE May 5, 2015
REF Series 10 liquor license application for Giant Gas Station #006

On May 5, 2015, I initiated an investigation into an application for a series 10 (beer and wine store) liquor license for the Giant store located at 1205 S. Milton Road in Flagstaff. The license number is 10033204.

I spoke with Roger Burton the listed agent on the license application. Roger stated due to an internal restructure of the company a new LLC called Western Refining Retail is now the owner of the Giant stores. Western Refining Retail is owned and operated by Roger Burton, Robert Sprouse, William Jewell, Mark Smith and Gary Dalke. Malaki Bailey is also listed in the application as a manager who will manage the day to day operations of the Giant store.

I conducted a query through our local systems and public access on Roger Burton, Robert Sprouse, William Jewell, Mark Smith, and Malaki Bailey and no derogatory records were found. I could not locate any pending or past liquor violations filed against this Giant store. The names on the license will change but the business and operations will remain the same. This is a new license due to the fact a series 10 is a non-quota license.

Based on this investigation I can find no reason to oppose this application for the new series 10 license.



Planning and Development Services Memorandum

May 5, 2015

TO: Stacy Saltzburg, Deputy City Clerk

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

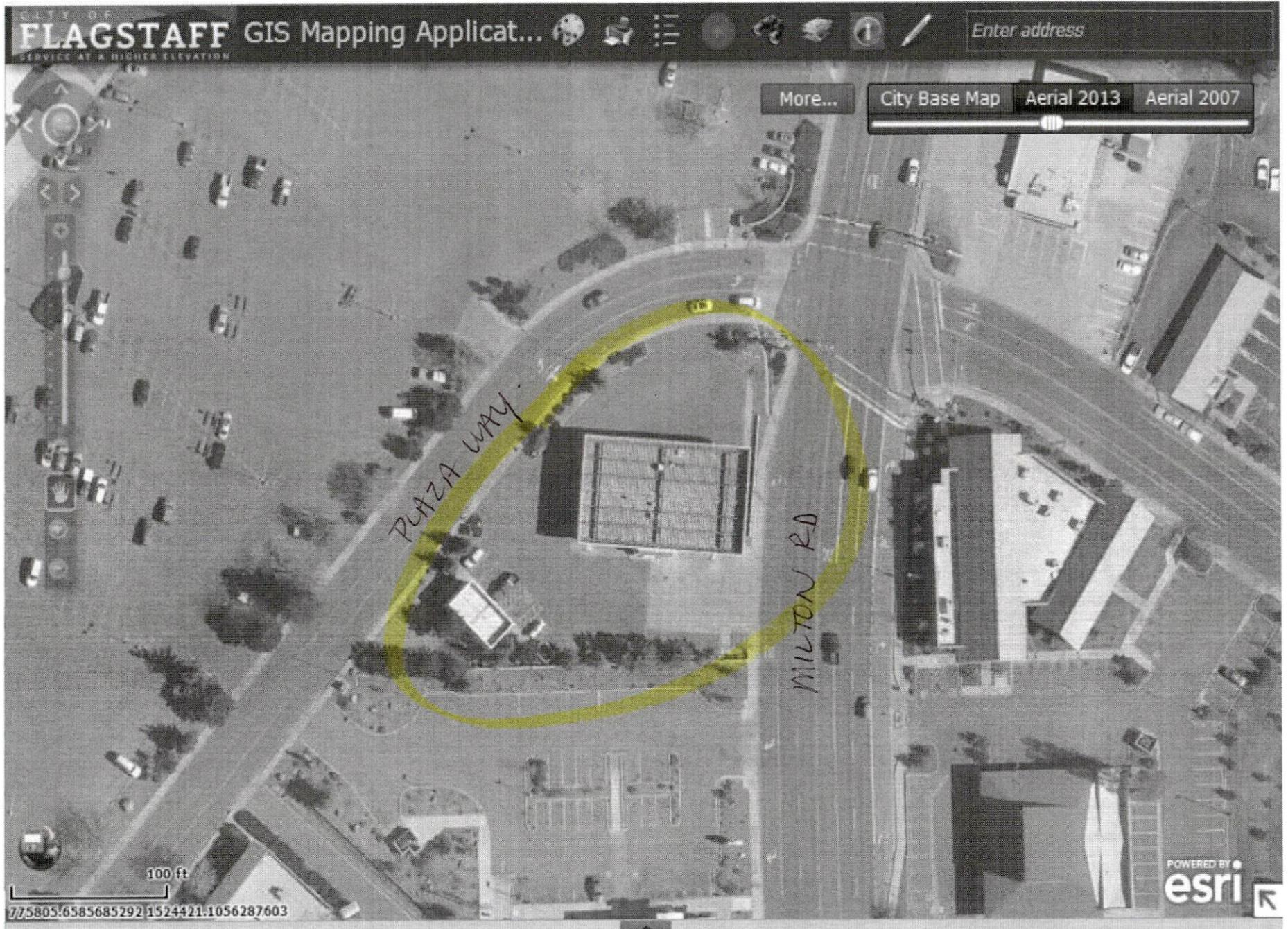
FROM: Tom Boughner, Code Compliance Mgr.

RE: Application for Liquor License #10033204
1205 South Milton Road, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-03-016
Roger Burton on behalf of Giant Store #006

This application is a request for a new, Series 10 beer and wine sales, by Roger Kenneth Burton on behalf of Western Refining LLC (Giant Store #006). This retail store is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.



Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: May 07, 2015

Re: Series 10 Liquor License – Giant #006

I have reviewed our records for Western Refining Retail LLC DBA Giant #006 and have no objection to approval of this liquor license.

/liquor licenses/Giant #006.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Matthew Morales, Project Manager
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Cooperative Contract: Cinder Lake Landfill Excavation and Grading for Paper Millings Storage Cell (***Approve contract with SDB, Inc. in the amount of \$405,874.16***).

RECOMMENDED ACTION:

Approve the contract with SDB, Inc. utilizing the Mohave Educational Services Cooperative Job Order Contract (Contract #14G-SDB-0903) for \$405,874.16.

Executive Summary:

Currently, the landfill uses paper millings (a by-product from SCA Tissue) as an alternative daily cover (ADC) to cover trash. We want to excavate a future cell and bury (bank) the material for the following reasons: We want to expand the use of the material to line future cells and use in capping the landfill when we close it. Because the material is left out in the elements, it is losing the integrity that makes it valuable to us. In addition, we are receiving more material than we are using. Our stockpile is growing and will eventually hinder our operations. Storing the paper millings in a future cell located off the existing landfill footprint will allow staff to manage the resource, while removing the existing stockpile over the next year. The dirt that is excavated from this project will be used to cover portions of the existing landfill where necessary. Meanwhile the remaining portions of rock will be buried in a pit in the setback area beside the landfill footprint. The pit will be filled to the surrounding grade.

Financial Impact:

For our investment now, storage of paper millings can potentially save \$8 million over the life of the landfill. This project was budgeted for FY15 in the Solid Waste Fund in account 211-06-165-061-0-4433 in the amount of \$500,000.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 2) Address key issues and processes related to the implementation of the Regional Plan

REGIONAL PLAN:

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

Has There Been Previous Council Decision on This:

No Council decisions have been made on this item.

Options and Alternatives:

Option 1-Approve the proposal under the cooperative purchase agreement.

Option 2-Not approve the proposal and direct staff to solicit competitive bids from qualified contractors.

Option 3-Not approve the proposal and continue operations as is.

Background/History:

The landfill does not have enough soil to last over the entirety of its operation. Nor does it have enough soil needed for the landfill cap. The current deficit is over 1.5 million cubic yards. In an effort to minimize the deficit, the landfill currently accepts paper millings from SCA Tissue (Located on Butler Avenue), and uses the material as an approved source of ADC. Paper millings are used in other states as landfill caps, and staff is confident that the paper millings from SCA Tissue can be incorporated as a cap at Cinder Lake Landfill. We are also currently testing the material in partnership with Northern Arizona University to determine if we will be able to use it as liner material for future cells.

The volume of paper millings stored on site has grown dramatically since 2010, as demonstrated in Table 1.

Table 1-Volume of Paper Pulp Millings Stored at Cinder Lake Landfill

Year	Volume of Stockpile(Cubic Yards)
2010	815
2011	3,700
2012	25,100
2013	31,500
2014	42,000

The volume of the existing paper millings stockpile has become excessive, and will obstruct future construction of landfill cells if not dealt with. In addition, the integrity of the material is compromised when exposed to the elements, rendering it difficult to use as an ADC or cap. It becomes hardened and difficult to penetrate which is what we are looking for it to do but it is doing it prematurely. Therefore staff is proposing that the future loads of paper millings be stored exclusively in a dedicated storage cell located east of the existing operation. During current operations, we will use up the existing stockpile of material which staff estimates will take a year given current daily landfill volumes.

The designated storage cell, located in Cell E, is approximately 10 acres. Staff has estimated that the storage cell has the capacity to accommodate 688,000 cubic yards of paper millings over the next 20 years. The landfill has already received approval from ADEQ to store ADC in the designated cell with the stipulation that ADC be stored below grade, so as to prevent illicit stormwater discharge(s).

Key Considerations:

Excavation of the remaining portion of rock and soil from the designated storage cell is essential for existing landfill operations to proceed in an efficient manner. Rock and soil had previously been excavated with landfill equipment. However, the existing landfill equipment is not capable of excavating the remaining portions of rock and soil within the designated limits of the storage cell. The remaining soil will be used as intermediate cover on portions of the existing landfill (see diagram). Meanwhile the remaining portions of rock will be buried in a pit in the setback area beside the landfill footprint. The pit will be filled to the surrounding grade.

Staff is proposing the use of the Mohave Educational Services cooperative purchase agreement due to the landfill constraints of time, resources, and manpower. SDB, Inc. utilized the open book method, where six potential sub-contractors were solicited to submit quotes, and three of those contractors replied. The sub-contractor indicates that it would take 10 days to mobilize equipment and manpower. Thereafter the project would take 8 weeks to complete.

Expanded Financial Considerations:

The current design of the final landfill cap is projected to cost approximately \$18 million over the life of the landfill. Other states have approved this material as a cap for landfills at closure. Staff has tested paper millings for their viability as an alternative landfill cap and it has met the criteria. The projected cost is \$10 million over the life of the landfill thereby resulting in cost savings of \$8 million. Staff is working with Northern Arizona University to determine whether the material could also be used in lieu of a geosynthetic clay liner. Should the testing prove favorable, then cost savings are likely to be even greater to the City.

Community Benefits and Considerations:

Cinder Lake landfill serves the Citizens of Flagstaff and many portions of Coconino County. Although no immediate benefits are expected to be realized by the community, this project assists in maintaining affordable solid waste disposal options in the future.

Community Involvement:

No community involvement applies to this project

Expanded Options and Alternatives:

Option 1-Approve the proposal under the cooperative purchase agreement

Option 2-Not approve the proposal and direct staff to solicit competitive bids from qualified contractors

Option 3-Not approve the proposal and continue operations as is.

Attachments: [Open Book Price Summary](#)
 [Paper Millings General Conditions](#)
 [Paper Millings-Proposal](#)
 [Cell-E-Diagram](#)
 [ADEQ Permit Conditions](#)

Mohave JOC Open Book Price Summary
Mohave Contract Number 14G-SDB-0903

This project is quoted through Mohave Educational Services Cooperative under a JOC (Job Order Contract). Under JOC, performance & payment bonds are required, but may be waived by the Owner for projects under \$50,000. Your acceptance of this quote (which does not include charges for such bonds) is your indication of said waiver. If you do not wish to waive the P&P bond, please add the cost for the bond (shown to the left of the "Bond" line item below) to the TOTAL of this quote for your Purchase Order amount.

Member	City of Flagstaff
Project Title	Landfill Pulp Storage
Project Location	Flagstaff, AZ

Date	4/8/2015
-------------	----------

Direct Project Cost

Division/Specialty	#	Quote Summary		Selected Quote
		Subcontractor	Quote Amount	
Excavation	1	E. W. Parker Ent.	\$308,505.60	\$308,505.60
	2	Bohunk Excavating	\$341,410.00	
	3	Haydon Building Corp.	\$461,500.00	
Subtotal 1 (Total Direct Project Cost)				\$308,505.60

General Conditions (GCs) \$34,253.66

Subtotal 2 (Direct Project Cost + General Conditions) **\$342,759.26**

General & Administrative Cost (G&A) 8% of Subtotal 2 \$27,420.74

Subtotal 3 (Subtotal 2 + G&A) **\$370,180.00**

Profit 4% of Subtotal 3 \$14,807.20

Subtotal 4 (Subtotal 3 + Profit) **\$384,987.20**

Tax (Enter applicable tax rate) 4.49% \$17,266.68

Bond, if applicable 0.90% \$3,620.28

Project Subtotal **\$405,874.16**

Owner Contingency

PROJECT TOTAL **\$405,874.16**

* Provide vendor name & explanation if low quote is not selected.

SDB Project General Conditions

PROJECT GENERAL CONDITIONS

Item Description	Quantity	Unit	Unit Price	Total
Admin Fee Items				
Project Staff:				
Project General Manager	30	Hrs	\$85.00	\$ 2,550.00
Project Manager	40	Hrs	\$75.00	\$ 3,000.00
Estimator		Hrs	\$65.00	\$ -
Senior Superintendent		Hrs	\$72.00	\$ -
Superintendent	360	Hrs	\$68.00	\$ 24,480.00
CQC Inspector		Hrs	\$65.00	\$ -
Safety Manager	8	Hrs	\$65.00	\$ 520.00
Field Engineer		Hrs	\$50.00	\$ -
Administrative Assistant		Hrs	\$40.00	\$ -
Plans / Specs / Drawings	0	Sheet	\$ 0.55	\$ -
Temporary Electric		Month	\$ 1,200.00	\$ -
Electricity Usage		N/A	\$ -	\$ -
Water Usage (incl. bottled water)		N/A	\$ -	\$ -
Temporary Toilet Usage	2	Month	\$ 105.00	\$ 210.00
Cellular / Mobile Service		Day	\$ 3.00	\$ -
Trash Service - Tonnage		Ton	\$ 85.00	\$ -
Trash Service - Rental		Ea	\$ 54.00	\$ -
Trash Service - Dumps		Ea	\$ 400.00	\$ -
Temp. Fences & Barriers		Mo/LF	\$ 2.75	\$ -
Project ID Signs		Ea	\$ 350.00	\$ -
Trailer Set-up & Remove		Ea	\$ 450.00	\$ -
Trailer Rental		Month	\$ 200.00	\$ -
Field Office Expense		Month	\$ 150.00	\$ -
Postage / Messengers / Fedex		N/A	\$ -	\$ -
Safety Related -(Labor)		Hr	\$ 65.00	\$ -
Safety Related -(Materials)	1	Project	\$ 100.00	\$ 100.00
Gasoline / Fuel		Gallon	\$ 4.00	\$ -
Final Clean		SF	\$ 0.10	\$ -
			\$ -	\$ -
			\$ -	\$ -
Other (specify)			\$ -	\$ -
Other (specify)			\$ -	\$ -
Other (specify)			\$ -	\$ -
General Conditions - Admin. fee allowed Total				\$ 30,860.00

Item Description	Quantity	Unit	Unit Price	Total
Non- Admin Fee Items				
Travel/Misc.:				
Auto Mileage - Project Manager		Mi	\$0.51	\$ -
Auto Mileage - Superintendent		Mi	\$0.51	\$ -
Auto Mileage - Superintendent Ass't		Mi	\$0.51	\$ -
Licensing & Permits		Project	\$ -	\$ -
Travel - Transport - Airfare		N/A	\$ -	\$ -
Travel - Transport - Car Rental		Day	\$ 25.00	\$ -
Travel - Lodging		Day	\$ 50.00	\$ -
Travel - Meals		Day	\$ 50.00	\$ -
General Conditions - Admin. Fee not allowed Total				\$ -

Mohave Admin. Fee			
General Conditions - Admin. fee allowed Total From Above			\$30,860.00
Direct Construction Cost Total from Subtotal 1 on "Price Summary" page			\$308,505.60
Subtotal			\$339,365.60

Admin Fee (1% of Subtotal)	SDB Project General Conditions	\$3,393.66
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Total General Conditions For This Project		
General Conditions - Admin. Fee allowed Total		\$30,860.00
General Conditions - Admin. Fee not allowed Total		\$0.00
Mohave Admin. Fee		\$3,393.66
Total General Conditions		\$34,253.66

SDB Project General Conditions

REMOVE SOIL AND
ROCK FROM THIS PIT

HAUL ROAD ROUTE SHOWING LOCATION
FOR PLACEMENT OF SOIL

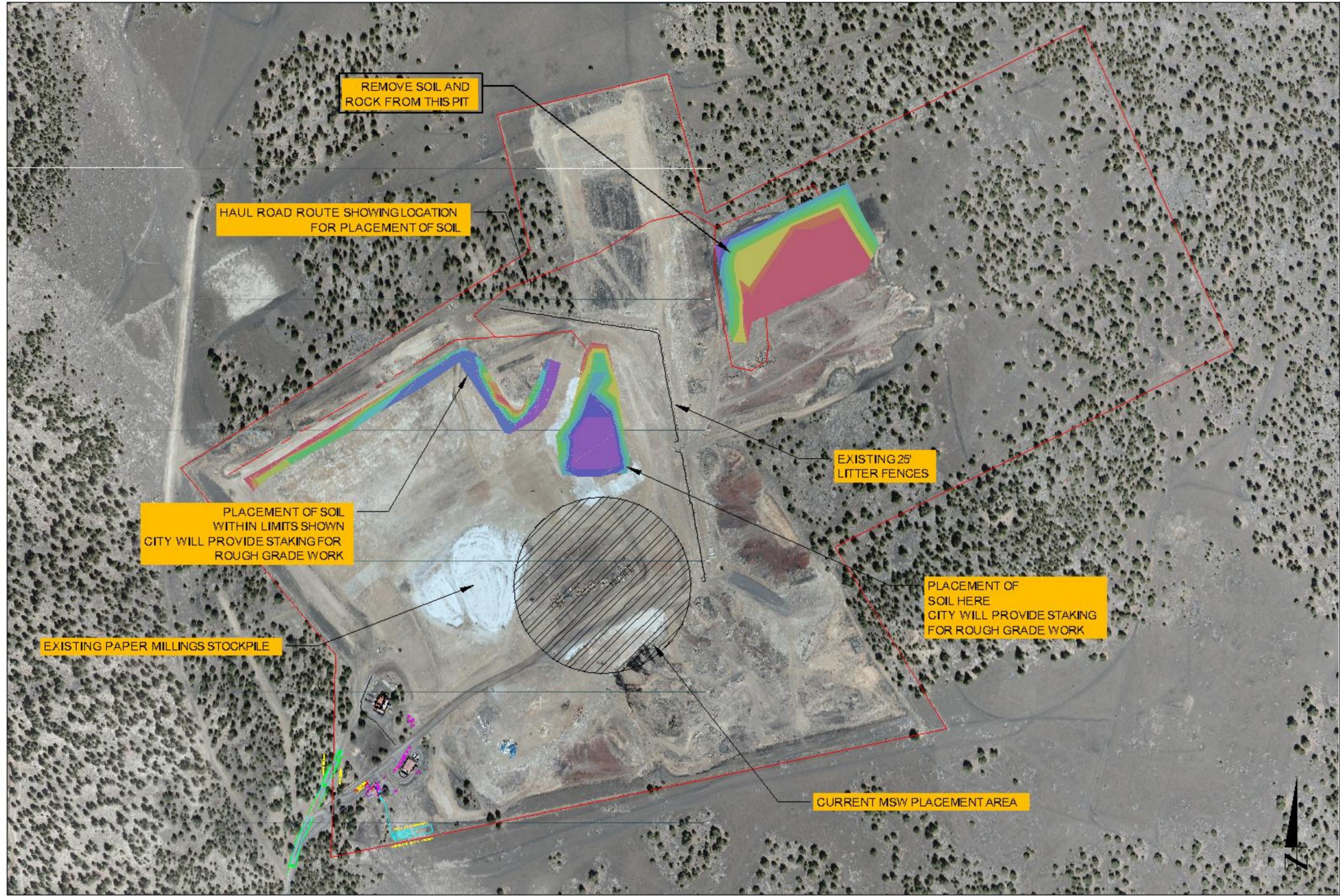
PLACEMENT OF SOIL
WITHIN LIMITS SHOWN
CITY WILL PROVIDE STAKING FOR
ROUGH GRADE WORK

EXISTING PAPER MILLINGS STOCKPILE

EXISTING 25'
LITTER FENCES

PLACEMENT OF
SOIL HERE
CITY WILL PROVIDE STAKING
FOR ROUGH GRADE WORK

CURRENT MSW PLACEMENT AREA





Douglas A. Ducey
Governor

ARIZONA DEPARTMENT
OF
ENVIRONMENTAL QUALITY



Henry R. Darwin
Director

March 2, 2015
PRU15-084
LTF # 61895

Matt Morales, P.E.
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

**Re: Cinder Lake Landfill (CLL), Type III Change for Paper Millings Storage in Sequence E
Master Facility Plan Approval No. 03002400.05**

Dear Mr. Morales:

The Arizona Department of Environmental Quality (ADEQ), Permits and Plan Review Unit has received and reviewed the *Sludge Storage Conceptual Design Report, Cinder Lake Landfill*, dated January 2015, prepared by URS. Based on the review, ADEQ has approved the Type III Change, and has issued the enclosed *Master Facility Plan Approval Number 03002400.05*. A copy of this approval must be placed in the Cinder Lake Landfill operating record.

Note: A compliance inspector will conduct a site inspection of this facility within 90 days of the date of this letter (June 1, 2015).

This decision is an appealable agency action under A.R.S. § 41-1092. You have a right to request a hearing and file an appeal under A.R.S. § 41-1092.03(B). You must file a written *Request for Hearing* or *Notice of Appeal* within 30 days of your receipt of this letter. A *Request for Hearing* or *Notice of Appeal* is filed when it is received by ADEQ's Hearing Administrator at the following address:

Hearing Administrator
Office of Administrative Counsel
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007

The *Request for Hearing* or *Notice of Appeal* shall identify the party, the party's address, the agency and the action being appealed and shall contain a concise statement of the reasons for the appeal. Upon proper filing of a *Request for Hearing* or *Notice of Appeal*, ADEQ will serve a *Notice of Hearing* on all parties to the appeal. If you file a timely *Request for Hearing* or *Notice*

Matt Morales, P.E.
PRU15-084
Page 2 of 2

of Appeal you have a right to request an informal settlement conference with ADEQ under A.R.S. § 41-1092.06. This request must be made in writing no later than twenty (20) days before a scheduled hearing and must be filed with the Hearing Administrator at the above address.

If you have any questions regarding this letter, please contact Mike Prigge, P.E., of my staff at (602) 771-4136 or toll-free at (800) 234-5677, ext. 771-4136.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Leverock', with a long, sweeping horizontal stroke extending to the right.

Anthony Leverock, P.E.
Manager
Permits and Plan Review Unit

cc: facility file

Enclosures: *Master Facility Plan Approval No. 03002400.05*
Compliance Checklist



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Henry R. Darwin
Director

MUNICIPAL SOLID WASTE LANDFILL MASTER FACILITY PLAN APPROVAL NUMBER 03002400.05 (LTF #61895, Place ID 1138)

1.0 Facility Information and Approval Signature

In accordance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 4:

Facility Name: Cinder Lake Landfill (CLL)
6770 E. Landfill Road
Flagstaff, Arizona 86004

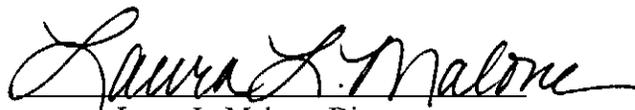
Owner/Operator: City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

is authorized to operate with all approvals granted under 40 CFR Part 258, and not previously amended or revoked, since the original Solid Waste Facility Plan Approval on October 22, 1999, and specifically described in the Master Facility Plan Approval that follows. The CLL is located approximately 12 miles north of Flagstaff, Arizona, and approximately 1 mile east of Highway 89 in Coconino County. The facility is located in Sections 2 and 11, Township 22 North, Range 8 East, of the Gila and Salt River Base Line and Meridian.

Latitude: 35° 18' 25" North
Longitude: 111° 31' 10" West

This Master Facility Plan Approval shall be deemed effective on the date of the Waste Programs Division Director's signature below, provided that the facility is operated and maintained in accordance with all the conditions described in the remainder of this approval document.

Approved on behalf of the Arizona Department of Environmental Quality:


Laura L. Malone, Director
Waste Programs Division

Signed this 26th day of February, 2015

1.1 Approval

This Municipal Solid Waste Landfill Master Facility Plan Approval (MFPA) incorporates a Type III Change that allows the City of Flagstaff (COF) to utilize Sequence E for the storage of paper millings in accordance with Section 1.2 of this MFPA and the *Sludge Storage Conceptual Design Report, Cinder Lake Landfill*, dated January 2015, prepared by URS. This Type III Change modifies the August 29, 2011, approval that allowed the material to be stored in Sequence D.

This MFPA allows COF to operate the existing Subtitle D regulated municipal solid waste landfill facility designated as Cinder Lake Landfill at the location described in Part 1.0 of this approval. The existing approved CLL waste footprint is unlined, and comprised of Areas A, B and C, which total 110 acres of the 175-acre facility. A lined lateral expansion of the waste footprint of approximately 136 acres (Areas D and E) is planned for waste filling operations when the capacity of the existing waste footprint is exhausted. The planned lateral expansion will increase the total landfill property from 175 acres to 344 acres. The landfill layout and sequencing of Areas A, B, C, D and E are shown in Drawing 5 of the original Solid Waste Facility Plan (SWFP), dated May 5, 1998, prepared by Woodward-Clyde Consultants. COF must submit detailed plans and specifications for the lateral expansion prior to the installation of the liner and leachate collection system.

1.2 Storage of Paper Millings

To reduce the soil deficit at CLL, COF uses recycled paper millings, produced by SCA Tissue North America, L.L.C., as landfill ADC, which was approved by ADEQ on November 13, 1998. COF has secured contractual obligations for this material for several years, and to meet the requirements of storing approximately 532,000 cubic yards (yd³) over the next 20 years, requires a new storage location since the current stockpile location over one of the active cells is becoming an obstruction to daily landfill operations.

- a. The northern portions of Sequences E2, E3, E4 and E5 (approximately 19 acres) are approved for the storage of paper millings as described in Section 4.0 of the *Sludge Storage Conceptual Design Report*, and shown on Sheet Nos. 1, 2 and 3, contained therein.
 - i. After the ground surface is excavated in Sequence E to a design elevation (EL) of 6,628 ft, paper millings shall be placed in an 8-foot thick lift to EL 6,636 ft. Two (2) feet of cover soil shall be placed on top to EL 6,638 ft. Excavation slopes shall be approximately 2:1 (horizontal:vertical) and side slopes for all lifts shall be no greater than 3H:1V. A ten (10)-foot bench shall be included at EL 6,638 ft before the next lift is started.
 - ii. Another 8-foot thick lift of paper millings shall be placed to EL 6,646 ft and covered with two (2) feet of soil to EL 6,648 ft. Another ten (10)-foot bench shall be included at EL 6,648 before the final lift is placed.
 - iii. The final 4-foot thick lift of paper millings shall be placed to EL 6,652 ft and covered with two (2) feet of soil to EL 6,654 ft.
- b. In order to accurately account for the volume of stored paper millings at CLL, COF shall submit an annual report to ADEQ. The first annual report shall be submitted by March 1,

2016, and shall be due on March 1st each year thereafter until COF is released from this requirement by ADEQ. The annual report shall include a discussion of the following:

- Plan sets showing the change in stockpiled paper millings within Sequence E
 - Any necessary monitoring conducted within the cell
 - Any results from permeability studies and research conducted
- c. A third party shall be contracted to provide annual cost estimates for removal and disposal of the stockpiled paper millings. Cost estimates shall be sealed by an Arizona registered professional engineer and included as part of the closure costs for CLL as required by Section 2.5 of this MFPA.

2.0 STATUTORY PROVISIONS

COF shall not operate CLL in a manner inconsistent with the SWFP approved October 22, 1999, subsequent amendments and this approval pursuant to A.R.S. § 49-791(A)(5).

2.1 General Provisions

- a. This MFPA, issued pursuant to A.R.S. §49-762, § 762.03, § 762.04, § 762.06 and § 857, grants permission to operate a municipal solid waste landfill as defined in A.R.S. § 49-701(20) at the location referenced in Part 1.0. Federal regulations governing the design and operation of landfills, codified in 40 CFR § 258, are also applicable to this approval pursuant to A.R.S. § 49-761(B). This approval is granted under the conditions listed herein to protect human health and the environment.
- b. This MFPA does not relieve COF of its responsibility to comply with federal, state, county or local requirements or ordinances adopted under A.R.S. §49-704 and shall not be construed as permission to create a public health hazard, environmental nuisance or cause contamination to the environment.
- c. Specific words related to landfill design, construction, operations, etc., used throughout this MFPA have the same meaning as defined in 40 CFR § 258, Subpart A, Arizona Administrative Code (A.A.C.) R18-13-701, A.A.C. R18-13-1301, A.A.C. R18-13-1401, or A.R.S.§§ 49-701 and 701.01 unless otherwise defined.
- d. Design, construction, operation, and monitoring conditions listed in this MFPA have the same meaning as referenced in either 40 CFR § 258; A.A.C. Title 18, Chapter 13; or A.R.S. Title 49, unless otherwise specified.
- e. All previously approved modifications to the original CLL SWFP approval remain in effect.

2.2 General Limitations

- a. This MFPA is applied to the landfill elements and facility structures as set forth in the SWFP, the existing landfill elements and structures as of the date of this approval, and components that have already received ADEQ approval prior to this MFPA. Any additions to the approved facility structures and any modification to the approved facility operations plan, closure and post-closure care, corrective action and monitoring plans shall require prior approval by ADEQ pursuant to A.R.S. § 49-762.06.

- b. CLL is not permitted to accept the following:
1. Hazardous waste as defined in 40 CFR Part 261 and A.R.S. § 49-921 except for conditionally exempt small quantity generator hazardous waste as set forth in 40 CFR § 261.5 and A.R.S. § 49-922(E), and household hazardous waste as described in 40 CFR § 261.4(b)(1).
 2. Biohazardous medical waste defined in A.A.C. R18-13-1401(5), except for household generated biohazardous medical waste as set forth in A.A.C. R18-13-1403(A)(4).
 3. Bulk or non-containerized liquid waste as defined in 40 CFR § 258.28.
 4. Polychlorinated biphenyl (PCB) waste as defined in 40 CFR Part 761, except as allowed under 40 CFR Part 761.
 5. Used oil as defined in 40 CFR Part 279.
 6. Friable asbestos containing material as defined in 40 CFR § 61.141.
 7. Appliances that may vent or otherwise release into the environment any Class I or Class II refrigerant, including chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) as defined in Section 608 of the Clean Air Act and 40 CFR § 82.154.
 8. Waste from shredding motor vehicles as set forth in the statutory list of special wastes per A.R.S. § 49-852(A)(2).
 9. Petroleum contaminated soil as defined in A.R.S. § 49-851(A)(3).
 10. Explosive materials.
 11. Pesticide containers.
 12. Septage.
 13. Non-dewatered sewage sludge.
 14. Tires; however, shredded tires may be used as ADC.
 15. Industrial/Commercial process waste, unless a waste acceptance application form is provided by the generator that demonstrates that the waste is non-hazardous.
 16. Any other waste prohibited by federal or State of Arizona statute or regulation from disposal at any municipal solid waste landfill.

2.3 Notifications

- a. The CLL shall submit a notification of any Type II, III, or IV changes to the approved solid waste facility plan in accordance with A.R.S. § 49-762.06. COF shall not implement any Type III or IV changes prior to ADEQ approval.

- b. The following notifications are required if there is a methane gas exceedance:
 - 1. Within 24 hours of any methane gas exceedance where the gas concentration in facility structures exceeds 25% of the lower explosive limit or gas levels at the landfill boundary exceed the lower explosive limit, COF shall notify ADEQ.
 - 2. Within seven (7) days of detection, COF shall place in the operating record a description of the steps taken to protect human health. A copy of this description shall be sent to the ADEQ Solid Waste Plan Review Unit.
 - 3. Within 60 days of detection of any methane gas exceedance, a remediation plan shall be implemented and a copy of the plan placed in the operating record. A copy of the plan, accompanied by a notification that the plan has been implemented, shall be sent to ADEQ in accordance with 40 CFR § 258.23.

2.4 Precautionary Provisions

- a. ADEQ reserves the right to issue administrative orders pursuant to A.R.S. § 49-781 and 862 or to seek other legal remedies as provided by law if the CLL creates a public health hazard, safety hazard, or environmental nuisance, if violation of State law occurs, or if the CLL is in violation of the MFPA.
- b. ADEQ reserves the right to conduct inspections of CLL pursuant to A.A.C. R18-13-304, A.R.S. §§ 49-763, 860 and 865. During the inspection, the ADEQ inspector may take photographs of activities, take samples, and/or conduct other recognized monitoring activities.
- c. Pursuant to A.R.S. § 49-782(A), ADEQ reserves the right to suspend, amend, withdraw, condition, or revoke this MFPA if it is determined that the facility is in violation of A.R.S. Title 49, Chapter 4, or any rule adopted thereunder.

2.5 Financial Assurance

- a. CLL shall continue to meet closure and post-closure care financial assurance requirements as per A.R.S. § 49-770 and 40 CFR 258, Subpart G until released by notification from ADEQ.
- b. The cost estimate for landfill closure and post-closure care shall be updated annually:
 - 1. By a new cost estimate sealed by an Arizona registered professional engineer; or
 - 2. If no changes have occurred since the preceding year's submittal, by use of an approved or demonstrated inflation factor that modifies the existing cost estimates.
- c. Landfill cost estimates for closure and post-closure care shall be updated whenever a Type III or Type IV change to the solid waste facility will result in an increase in either closure or post-closure costs.

3.0 OPERATIONAL APPROVALS AND CONDITIONS

3.1 Approval of the Facility Plan

This MFPA, issued pursuant to A.R.S. §§ 49-762, 762.03, 762.04, 762.06 and 857, grants permission to operate CLL as set forth in the SWFP.

- a. The following wastes may be accepted at the CLL facility:
 1. Municipal solid waste as defined in 40 CFR § 258.2 which includes household waste (A.R.S. § 49-701(14)), household hazardous waste (A.R.S. § 49-701(13)) commercial solid waste, non-hazardous sludge, conditionally exempt small quantity generator waste, and industrial solid waste.
 2. Vegetative (green) waste as defined in A.R.S. § 49-701(36).
 3. Construction debris and demolition debris as defined in A.R.S. §§ 49-701(5) and 49-701(7), respectively.
 4. Inert materials as defined in A.R.S. § 49-701(15).
 5. Household biohazardous medical waste when commingled with household wastes.
 6. Animal carcasses, except those that meet the definition of biohazardous medical waste in A.A.C. R18-13-1401(5)(e). All animal carcasses shall be covered immediately.
 7. Household appliances; however, prior to disposal CFC-containing appliances must conform to the requirements of 40 CFR 82 Subparts E and F.
 8. Non-friable asbestos containing materials.
 9. RCRA-empty containers as defined by 40 CFR § 261.7.
 10. Paper pulp sludge (paper millings from SCA Tissue North America, L.L.C.)

3.2 Approved Alternative Daily Cover (ADC)

This MFPA grants permission to apply ADCs at CLL. The following conditions shall govern all ADC use at CLL:

- a. Should the application of any ADC become impracticable or contribute to conditions hazardous to public health, safety, or the environment, then CLL shall terminate such use and revert to using compacted earthen material, cinders or other approved ADC.
- b. COF shall place compacted earthen material or cinders over the entire working face at the end of any operating day preceding a period of time when the facility is closed for more than twenty-four (24) hours.
- c. All waste-derived materials used as ADC shall be subject to solid waste landfill disposal fees.

- d. A minimum of a one (1) day stockpile of earthen cover material or cinders and required equipment shall be available to ensure a corrective response to any violation of performance of any ADC.
- e. The following are approved landfill ADC:
 1. Chopped or shredded vegetative waste as defined in A.R.S. § 49-701(36) (approved on 10/13/1995):
 - i. Vegetative waste shall only be used as ADC on the inclined slope portion of the daily refuse cell.
 - ii. Vegetative waste must be shredded to pass through a 5-inch equivalent debris screen prior to placement.
 - iii. Vegetative waste cover must be approximately 12 inches thick.
 - iv. If vegetative waste is exposed for longer than 7 days, it must be rewetted by a water truck to ensure a minimum water content of 15%.
 - v. Slopes covered by vegetative waste shall not be exposed more than 21 days.
 2. Paper millings (approved on 11/13/1998):
 - i. Paper millings cover must be approximately twelve (12) inches thick.
 - ii. Paper millings must have a minimum moisture content of 65%. If the material begins to dry and becomes a dust nuisance, sufficient water shall be applied immediately to eliminate the dust.
 - iii. Paper millings shall not be used as ADC during severe rainy conditions.
 - iv. Paper millings shall not be exposed for more than 30 days.
 3. Shredded tires (approved on 10/22/1999):
 - i. Shredded tire pieces shall not exceed four (4) inches in diameter.
 - ii. Shredded tires shall not be used as ADC for more than two (2) consecutive days at a time.
 4. Crushed glass (approved on 2/28/2008):
 - i. The particle size of crushed glass utilized for ADC shall range between 0.19 inches to 0.75 inches, which is the range provided by the United Soil Classification System for fine gravel.
 - ii. Crushed glass cover shall be approximately twelve (12) inches thick.
 - iii. Crushed glass shall not be exposed for more than 21 days.

5. Ground wood waste (approved on 8/29/2011):
 - i. Ground wood waste pieces averaging 3 inches long and 0.5 inches thick (maximum 6 inches long and 2 inches thick) may be mixed at various ratios with other approved ADC. The minimum cover thickness of the mixture shall be eight (8) inches.
 - ii. Wood waste processed for use as ADC may consist of lumber, engineered wood products (laminated wood, plywood, particle board, wafer board, and oriented strand board) and pallets. Wood waste that contains large chunks of drywall or steel shall not be accepted for grinding as ADC. Incidental small bits of drywall and steel attached to lumber or other construction and demolition debris are acceptable, but filtering the stockpiled wood waste with a grapple is required to remove as much metal, drywall and other debris as possible.
 - iii. Ground wood waste shall be wetted, as needed, to prevent the spread of dust and minimize fire hazards.

3.3 Operational Provisions

Pursuant to A.R.S. Title 49, Chapter 4, Article 4, ADEQ requires that COF must:

- a. Operate CLL in a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.
- b. Control wind dispersion and other surface dispersions of the landfill materials so that they do not create a public nuisance or pose an imminent and substantial endangerment to public health or the environment. Visible materials that have dispersed beyond the boundaries of the current work face shall be collected on a regular basis.
- c. Cover disposed solid waste with six (6) inches of earthen material or approved ADC at the end of each operating day to control vectors, fires, odors, blowing litter, and scavenging.
- d. Prevent or control on-site populations of disease vectors using techniques appropriate for the protection of human health and the environment.
- e. Ensure that the concentration of methane gas generated by the facility does not exceed 25 percent (%) of the lower explosive limit for methane in facility structures and the lower explosive limit at the property boundary.
- f. Ensure that the landfill units do not violate any applicable requirements developed under a State Implementation Plan approved by the EPA Administrator pursuant to Section 110 of the Clean Air Act, as amended.
- g. Control public access and prevent unauthorized vehicular traffic and illegal dumping of wastes by using artificial barriers, natural barriers, or both, as appropriate.
- h. Ensure that there is no discharge of pollutants into waters of the United States from the landfill.

- i. Ensure that bulk or non-containerized liquids are not placed in the landfill.
- j. Record and retain in a daily operating record for the following items:
 - 1. Any location restriction demonstrations required under 40 CFR § 258, Subpart B.
 - 2. Random inspection, training and notification documentation required by 40 CFR § 258.20.
 - 3. Gas monitoring results and any remediation plans required by 40 CFR § 258.23.
 - 4. Municipal solid waste landfill unit design documentation for placement of leachate and/or gas condensate in a landfill cell as required by 40 CFR § 258.28(a)(2).
 - 5. Vadose zone monitoring, corrective action sampling, analytical data, demonstrations, certifications, findings, etc. as required under 40 CFR § 258, Subpart E and amended by Section 3.5 of this MFPA.
 - 6. Closure and post-closure care plans and monitoring, testing and/or analytical data as required by 40 CFR §§ 258.60 and 258.61.
 - 7. Financial assurance documentation required by 40 CFR § 258, Subpart G.

3.4 Stormwater Management

- a. The proper control of surface water drainage shall be implemented to prevent stormwater from running onto the active portion of the landfill. Any soil erosion of the landfill cover or ponding of stormwater on the landfill must be corrected to ensure proper coverage of waste and stormwater management in the landfill area pursuant to 40 CFR § 258.26.
- b. The drainage diversion system must be capable of diverting surface water run-on and run-off resulting from a rainfall event equal to a 24-hour, 25-year storm away from the active landfill areas in accordance with 40 CFR § 258.26.
- c. CLL units shall not cause the discharge of pollutants into waters of the United States.
- d. All surface water collection systems shall be constructed to resist the maximum horizontal acceleration in lithified earth at this site.

3.5 Groundwater Monitoring

The groundwater monitoring requirements of 40 CFR §§ 258.51 through 258.55 have been suspended at CLL based on a demonstration approved by ADEQ on September 17, 1996, under the authority of 40 CFR § 258.50(b). In lieu of groundwater monitoring, quarterly soil moisture monitoring via neutron probe in vadose zone monitoring wells V-1, V-3, V-4 and V-5 shall continue in accordance with *SWFP Approval No. 03002400.01*, dated July 2, 2002.

3.6 New Construction

- a. All future construction shall follow ADEQ approved designs, drawings and specifications.

- b. Pursuant to A.R.S. § 49-762.06, COF shall submit a notification to ADEQ of any Type II, III, or IV change to the approved solid waste facility plan. Type III and IV changes require prior ADEQ approval before implementation.
- c. The configuration of the final landfill slopes and elevations shall be consistent with the plans that are part of this approval.

3.7 Safety Issues

- a. Access: COF must limit and control public access, unauthorized vehicular traffic, and illegal dumping of wastes by using natural barriers, artificial barriers, or both, as appropriate, to protect human health and the environment pursuant to 40 CFR § 258.25.
- b. Scavenging: No material may be removed or scavenged from the working face except to remove unauthorized waste materials identified after disposal.
- c. Working face: The size of the working face must be limited to the smallest possible area to provide easy manageability, ensure vehicle and public safety and minimize public health nuisances.
- d. Landfill gas: COF must ensure the concentration of methane gas does not exceed:
 - 1. Twenty-five percent (25%) of the lower explosive limit for gases in facility structures, and
 - 2. The lower explosive limit for gases at the property boundary.

3.8 Landfill Gas Monitoring

- a. COF shall continue its routine methane monitoring program to ensure that the standards of 40 CFR § 258.23(a) are met. Such routine methane monitoring shall be designed to include monitoring at:
 - 1. Facility structures (excluding gas control or recovery systems); and
 - 2. Facility property boundaries.
- b. Routine methane monitoring must be conducted at least quarterly based on the requirements of 40 CFR § 258.23(b)(2) and may be changed by the Director after a reported landfill gas exceedance.
- c. Pursuant to 40 CFR § 258.23, if a methane gas exceedance occurs at facility structures or at the facility property boundaries, COF shall immediately take all necessary steps, as specified in Section 2.3(b), to ensure protection of human health and the environment.
- d. Maintenance of gas monitoring equipment after landfill closure shall be performed as specified in Section 4.3 of this MFPA.

3.9 Recordkeeping

- a. Landfill gas exceedances must be reported in accordance with 40 CFR § 258.23.

- b. Vadose zone exceedances must be reported in accordance with the May 5, 1998, SWFP and subsequent amendments.
- c. COF shall comply with all other recordkeeping requirements pursuant to 40 CFR § 258.29 for at least three (3) years from the date of occurrence. These records shall be available for ADEQ personnel upon request.
- d. COF shall submit a summary of all Type II change modifications to ADEQ annually, by March 31, for the preceding calendar year.
- e. COF shall maintain any Type I change records in the facility file for a minimum of three (3) years from the date of occurrence in accordance with A.R.S. § 49-762.06(A)(1). These records shall be available to ADEQ personnel upon request. Additional operational records such as landfill fire, visual settlement or subsidence, explosions, discharge of hazardous or other wastes not permitted at the landfill facility, flood damage or erosion shall be placed in a file that is retained onsite.
- f. In order to accurately account for the volume of stored paper millings at CLL, COF shall submit an annual report to ADEQ. The first annual report shall be submitted by March 1, 2016, and shall be due on March 1st each year thereafter until COF is released from this requirement by ADEQ. The annual report shall include a discussion of the following:
 - Plan sets showing the change in stockpiled paper millings within Sequence E
 - Any necessary monitoring conducted within the cell
 - Any results from permeability studies and research conducted

3.10 Annual Registration and Disposal Fee Schedules:

- a. COF shall comply with A.R.S. § 49-747 and A.A.C. R18-13-2101 through 2103 and shall pay an annual registration fee for CLL to ADEQ.
- b. COF shall comply with A.R.S. § 49-836 and pay solid waste landfill disposal fees to ADEQ based on the amount of the waste landfilled at CLL.

4.0 CLOSURE AND POST-CLOSURE PROVISIONS

4.1 Final Closure

The following steps shall occur during the landfill closure process:

- a. In accordance with 40 CFR § 258.60(e), COF must notify ADEQ of the intent to close the landfill.
- b. In accordance with 40 CFR § 258.60(g), closure activities for CLL must:
 1. Begin no later than thirty (30) days after the date on which CLL receives its known last receipt of waste or if the landfill has remaining capacity and there is a reasonable likelihood that CLL will receive additional waste, no later than one (1) year after the most recent receipt of waste.
 2. Follow the approved closure plan that is part of the SWFP.

- c. Closure activities must be completed within one hundred eighty (180) days following the beginning of closure as specified in paragraph (b) above.
- d. Following closure construction, COF shall notify ADEQ through a certification document, signed and sealed by an independent Arizona registered professional engineer, that the closure has been completed in accordance with the approved CLL closure plan and this MFPA.
- e. Upon approval of the closure certification report by ADEQ, a letter will be issued notifying COF that CLL is officially closed and released from future annual registration fees and operational financial assurance.

4.2 Final Cover Construction

The landfill final cover shall be consistent with the final cover approved in the SWFP.

- a. The final cover for the unlined landfill footprint shall have a permeability of no greater than 1×10^{-5} centimeters per second (cm/s) and shall consist of (from bottom to top):
 - 1. 18-inch interim final cover
 - 2. 60-mil HDPE or other appropriated flexible membrane liner (FML)
 - 3. 6-inch sand drain or cinders layer
 - 4. 12-inch random fill or cinders layer
 - 5. 6-inch erosion soil or cinders layer
- b. The final cover for the lined expansion area shall consist of (from bottom to top):
 - 1. 18-inch interim final cover
 - 2. Geosynthetic clay layer (GCL)
 - 3. 60-mil HDPE or other appropriate FML
 - 4. 6-inch sand drain or cinders layer
 - 5. 12-inch random fill or cinders layer
 - 6. 6-inch erosion soil or cinders layer
- c. An alternative final cover design may be considered for use, based on cost and material availability, prior to closure of any units of the landfill. Alternatives may include substituting a GCL for the soil infiltration layer, a monolithic cap, or a capillary-break cap. Any changes to the approved final cover design shall be approved prior to implementation of the changes in accordance with A.R.S. § 49-762.06(B).

4.3 Post-Closure Care

Post-closure care shall be provided at CLL for 30 years from the date of final closure acknowledgment by ADEQ under 40 CFR § 258.61(b) and shall consist of:

- a. Maintaining the integrity and effectiveness of any final cover, including making repairs to the cover as necessary to correct the effects of differential settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover.

- b. Maintaining and operating the landfill gas collection and monitoring system in accordance with the requirements of 40 CFR § 258.23 and 40 CFR § 258, Subpart F.
- c. Maintaining and operating the vadose zone monitoring system in accordance with the requirements of 40 CFR § 258.61(a)(3) as amended by Section 3.5 of this MFPA.
- d. Maintaining in good repair all stormwater control structures, internal roads, signs, fences, and any other structures required for monitoring activities and post-closure care of the closed landfill facility.

4.4 Post-Closure Financial Assurance

Yearly financial assurance demonstrations for the 30 years of post-closure care, as required by Section 2.5 of this MFPA, shall continue until COF is notified by ADEQ that it is released from this requirement.

5.0 APPROVAL HISTORY

10/28/1980	Open Dump classification
12/31/1984	Notice of Disposal
10/26/1987	Public Notice and Hearing
09/22/1987	Revised Operation Plan
06/01/1995	Alternative groundwater monitoring compliance date
10/13/1995	ADC demonstration project
09/17/1996	Suspension of groundwater monitoring requirements, with subsequent approval of vadose zone monitoring
11/06/1997	Paper millings pilot project for use as ADC
11/13/1998	Paper millings for use as ADC
06/15/1999	Waste Tire Collection Site
10/22/1999	SWFP Approval No. 03002400.00
07/02/2002	SWFP Approval No. 03002400.01, Type III Change to modify vadose zone monitoring program.
06/19/2003	Type II Change approval for use of remediated trap shooting range soil as ADC
08/28/2003	SWFP Approval No. 03002400.02 incorporating remediated trap shooting range soil as ADC (for one-time project only) and other minor revisions
02/28/2008	MFPA No. 03002400.03, Type III Change incorporating the use of crushed glass as ADC and other minor revisions
08/29/2011	MFPA No. 03002400.04, Type III Change incorporating the use of ground wood waste as ADC, and provisions for paper millings storage in Sequence D
03/27/2012	Approval to discontinue lysimeter monitoring (PRU12-146), due to last lysimeter (V-1) failing in 2011
02/26/2015	MFPA No. 03002400.05, Type III Change allowing the storage of paper millings in Sequence E (approximately 19 acres of northern portions of E2, E3, E4 and E5)

6.0 REFERENCES

07/25/1994	Design, Operations, and Permitting Document for the Cinder Lake Landfill, COF
04/21/1995	Request to extend groundwater monitoring compliance date, Woodward-Clyde
05/09/1995	Proposed recycling programs at the Cinder Lake Landfill, COF
08/02/1995	Vadose Zone Monitoring Wells at the Cinder Lake Landfill, Woodward-Clyde
09/05/1995	Request for ADC, paper pulp and shredded green waste, COF

08/26/1996	Request for suspension of groundwater monitoring requirements, Woodward-Clyde
02/11/1997	Status meeting summary (12/5/96), CLL permitting and expansion, Woodward-Clyde
06/04/1997	Data for paper millings and modification request for use as ADC, Woodward-Clyde
08/14/1997	Request to use paper millings as ADC in a pilot project, COF
10/31/1997	Letter acknowledging recommendations and giving 10-day notice for initiation of pilot project, COF
05/05/1998	<i>Solid Waste Facility Plan, Cinder Lake Landfill</i> , Woodward-Clyde
11/03/1998	Cinder Lake Landfill paper millings ADC pilot project summary, COF
08/06/1999	Restrictive covenant documents and EPA stormwater permit, COF
07/18/2001	Request for minor changes to environmental monitoring program, COF
04/04/2002	Request for Type III Change for vadose zone monitoring changes, COF
06/10/2003	Request to use remediated range soils as ADC, COF
11/15/2007	Request for Type III Change to allow crushed glass as ADC, COF
Aug. 2011	<i>Cinder Lake Landfill, Type III Change, Proposal to Integrate Wood Waste as Alternative Daily Cover and Revisions for Storage of Paper Millings</i> , COF
Jan. 2015	<i>Sludge Storage Conceptual Design Report, Cinder Lake Landfill</i> , URS

End of Master Facility Plan Approval No. 03002400.05



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
PERMITS & PLAN REVIEW UNIT
COMPLIANCE CHECKLIST

Municipal Solid Waste Landfill Master Facility Plan Approval
No. 03002400.05 (LTF # 61895)
Cinder Lake Landfill

This checklist is provided as a tool for permit holders and ADEQ staff to have a consistent understanding of the major compliance expectations under this permit. This checklist is designed to be easy to read and follow. It is intended only to address the permit requirements that ADEQ feels are the most important to protect human health and the environment. This list does not include every permit condition and permit holders should ensure they understand the full requirements of their permit. This list does not supplant or supersede any legal requirement and is not binding on the permit holder or ADEQ staff.

FACILITY NAME: Cinder Lake Landfill

FACILITY ID: LTF # 61895, Place ID 1138

EPA ID NUMBER: N/A

STREET ADDRESS: 6770 E. Landfill Road

CITY/STATE/ZIP: Flagstaff, AZ 86004

TELEPHONE NUMBER: 928-213-2133

MAILING ADDRESS: 211 W. Aspen Avenue, Flagstaff, AZ 86001

Inspection Date:

Date of Last Inspection:



WASTE PROGRAMS DIVISION, INSPECTIONS & COMPLIANCE SECTION
 WASTE INSPECTIONS & COMPLIANCE UNIT
 1110 West Washington Street, Phoenix, Arizona 85007
 (602) 771-4673 (800) 234-5677 ext. 771-4673

Municipal Solid Waste Landfill Inspection Report Cinder Lake Landfill - MFPA No. 03002400.05

Inspection Date: _____ Inspection ID: _____
 Facility Address: 6770 E. Landfill Road, Flagstaff, AZ 86004 Time In: _____ Time Out: _____
 Owner/Operator: City of Flagstaff Phone: 928-213-2123 Email: _____
 Inspection Type: Routine Follow-up Complaint Multimedia Other _____
 Facility Representative(s): _____ ADEQ Representative (s): _____
 Consent to Inspect granted by: _____ Name and title: _____
 Disposal Area Size: Length: _____ Width: _____ Height: _____

Yes	No	N/A	P*		Comments:
				40 CFR §258.29 and 258(G); ARS §49-747 Facility Records:	
				Is a copy of the facility plan kept at or near the facility?	
				Has the landfill submitted:	
				An annual registration and fee?	
				Annual financial assurance cost estimate updates?	
				Are records of training procedures kept at or near the facility?	
				40 CFR §258(C), MFPA Sections 3.2 and 3.3 Facility Operations:	
				Does the facility display signs containing hours, fees, and types of waste accepted or prohibited?	
				Is public access controlled?	
				Is earthen material placed over the entire working face at the end of the operating day preceding a period of time when the facility will be closed for more than 24 hours, unless allowed otherwise by use of a specific alternative daily cover?	
				Has a minimum of 6" of daily cover or approved daily cover been applied?	
				If no, were any of the following observed in the area of insufficient cover?	
				Disease Vectors	
				Odors	
				Evidence of Scavenging	
				Fire Hazard	
				Wind blown litter	
				Is the facility using any of the approved Alternative Daily Covers?	
				Chopped or shredded vegetative waste	
				Paper millings	
				Shredded tires	
				Crushed glass	
				Ground wood waste	
				If used, is ADC used in accordance with the facility plan?	
				Is a minimum of 1-day stockpile of earthen cover material and required equipment available to ensure a corrective response to any violation of performance of any ADC?	
				Does the facility accept only the following wastes? (ACCEPTABLE LIST)	
				Municipal solid waste as defined in 40 CFR § 258.2 which includes household waste (A.R.S. § 49-701(14)), household hazardous waste (A.R.S. § 49-701(13)) commercial solid waste, non-hazardous sludge, conditionally exempt small quantity generator waste, and industrial solid waste	

				Construction debris and demolition debris as defined in A.R.S. §§ 49-701(5) and 49-701(7), respectively
				Inert materials as defined in A.R.S. § 49-701(15)
				Animal carcasses, except those that meet the definition of biohazardous medical waste in A.A.C. R18-13-1401(5)(e). All animal carcasses shall be covered immediately
				Are all animal carcasses covered immediately?
				Vegetative (green) waste as defined in A.R.S. § 49-701(36)
				Paper pulp sludge (paper millings from SCA Tissue)
				Household biohazardous medical waste when commingled with household wastes
				Household appliances; however, prior to disposal CFC-containing appliances must conform to the requirements of 40 CFR 82 Subparts E and F.
				Prior to disposal of CFC-containing appliances, do they conform to the requirements of 40 CFR 82 Subparts E and F?
				RCRA-empty containers as defined by 40 CFR § 261.7
				Non-friable asbestos containing material
				Does the facility reject for disposal the following list of prohibited wastes? (PROHIBITED LIST)
				Hazardous waste as defined in 40 CFR Part 261 and A.R.S. § 49-921 except for conditionally exempt small quantity generator hazardous waste as set forth in 40 CFR § 261.5 and A.R.S. § 49-922(E), and household hazardous waste as described in 40 CFR § 261.4(b)(1)
				Biohazardous medical waste as defined in A.A.C. R18-13-1401(5) and radioactive medical wastes, except for household generated biohazardous medical waste as set forth in A.A.C. R18-13-1403(A)(4)
				Bulk or non-containerized liquid waste as defined in 40 CFR § 258.28(c)(1)
				Polychlorinated biphenyl (PCB) waste as defined in 40 CFR § 761, except as allowed under 40 CFR § 761.61 (PCB remediation waste), 40 CFR § 761.62 (PCB bulk product waste) and 40 CFR § 761.63 (PCB household waste)
				Used oil as defined in 40 CFR Part 279
				Friable asbestos containing material as defined in 40 CFR § 61.141
				Appliances that may vent or otherwise release into the environment any Class I or Class II refrigerant, including chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) as defined in Section 608 of the Clean Air Act and 40 CFR § 82.154
				Waste from shredding motor vehicles as set forth in the statutory list of special wastes per A.R.S. § 49-852(A)(2)
				Petroleum contaminated soil as defined in A.R.S. § 49-851(A)(3)
				Explosive materials
				Pesticide containers
				Septage
				Non-dewatered sewage sludge
				Tires (however, shredded tires may be used as ADC)
				Industrial/commercial process waste, unless a waste acceptance application form is provided by the generator that demonstrates that the waste is non-hazardous
				Any other waste prohibited by federal or State of Arizona statute or regulation from disposal at any municipal solid waste landfill
				Does the facility maintain a run-on/run-off control system?
				Does the facility implement dust control?
				Does the landfill participate in recycling?

			Does the facility conduct random load inspections to prevent disposal of unpermitted wastes? (<i>Note nature & frequency of inspections</i>)
			Are landfill employees trained to detect and prevent disposal of unpermitted wastes?
			Are records kept indicating the results of random load inspections?
			Was hazardous, PCB, or otherwise unpermitted waste detected during random load inspections? (<i>If yes, answer below</i>)
			Were actions taken to prevent disposal?
			Was ADEQ notified that hazardous or PCB waste was discovered?
			Were contaminated soils accepted by the landfill at any time?
			If yes, are there analyticals and shipping logs indicating the nature, source, and concentration of contaminants? (<i>If yes, request copies</i>)
40 CFR §258.23 and 40 CFR §258(C), MFLA Sections 3.6 and 3.7 Monitoring Controls:			
			Are soil moisture and methane monitoring analytical records kept at or near the facility?
			Is soil moisture monitoring conducted quarterly via neutron probe in vadose zone monitoring wells V-1, V-3, V-4 and V-5?
			Did soil moisture monitoring reveal exceedances of moisture content alert levels (ALs)? (<i>If yes, answer below</i>)
			Indicate date of moisture content AL exceedance:
			Did the facility place a notice in the operating record and notify ADEQ?
			Is methane monitoring conducted quarterly?
			Were any methane exceedances detected? (<i>If yes, note date and answer below</i>)
			Did the methane gas exceed 25% of LEL in a facility structure?
			Did the methane gas exceed the LEL at the property boundary?
			Did the facility:
			Immediately take steps to ensure protection of human health?
			Immediately notify ADEQ?
			Place records of gas levels detected and a description of steps taken to property human health in the operating record within 7 days?
			Implement a remediation plan for the exceedances within 60 days of detection or by an alternative ADEQ-approved schedule?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Matthew Morales, Project Manager
Co-Submitter: Steve Bergeron, Landfill Manager
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Purchase: Cinder Lake Landfill-GPS Unit for Heavy Equipment
(Approve proposal submitted by RDO Integrated Controls in the amount of \$66,657.11).

RECOMMENDED ACTION:

Approve the proposal from RDO Integrated Controls for \$66,657.11 as a sole source procurement.

Executive Summary:

Global Positioning Systems (GPS) provide real-time tracking capabilities for heavy equipment operators and their supervisors. This unit would be installed on the future landfill dozer.

Financial Impact:

The GPS provides landfill staff with real-time ability to manage and measure productivity with regard to the following: compaction, fuel consumption, and other operational efficiencies. Budget appropriation is available in account 211-06-165-0631-0-4433.

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

Address key issues and processes related to the implementation of the Regional Plan

REGIONAL PLAN:

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

Has There Been Previous Council Decision on This:

No Council decision has been made on this item.

Options and Alternatives:

- Option 1-Approve the proposal from RDO Integrated Controls
- Option 2-Not approve the proposal from RDO Integrated Controls
- Option 3-Direct staff to conduct a formal competitive process

Background/History:

Over the past ten years, the solid waste industry has been transformed by the use of GPS technology. In 2012, Cinder Lake Landfill acquired a new landfill compactor; a GPS unit was purchased as a bid option under the original contract. Subsequently the City purchased GPS hardware and software through RDO Integrated Controls (RDO). The existing maintenance agreement with RDO includes customer phone support, software support, and training.

Key Considerations:

RDO is supported by Carlson (hardware and software). RDO is the only registered North American dealer for Carlson equipment in the western United States. Staff considered inviting bids from other vendors. However the addition of different hardware would require additional maintenance agreements with different vendors on the same equipment and different companies do not integrate due to proprietary nature of the industry. Therefore, staff is proposing that the equipment be purchased under a sole-source contract.

Expanded Financial Considerations:

In 2012 the City paid \$97k for the original GPS machine control unit. The current quote for GPS machine control equipment (including hardware and software) is almost \$67k (see attached quote from RDO Integrated Controls).

The GPS system was not budgeted for this fiscal year. However, staff is proposing to use funds from a capital improvement project that has been cancelled (\$150,000 for an overhead crane at the landfill maintenance building). The overhead crane will be re-considered when adequate power supply (3 phase power) becomes available at the facility. The budgeted money is in line item 211-06-165-0631-0-4433 (Improvements to Land).

Expanded Options and Alternatives:

- Option 1-Approve the proposal from RDO Integrated Controls
- Option 2-Not approve the proposal from RDO Integrated Controls
- Option 3-Direct staff to conduct a formal competitive process

Attachments: [Contractor Proposal](#)
 [Sole Source Justification](#)
 [Sole Source Procurement Provision](#)



Investment Proposal (Quote)

RDO Integrated Controls - Phoenix
 2649 North 29th Avenue
 Phoenix (IC) AZ, 85009
 Phone: (602) 415-4700 - Fax: (602) 233-0383

Proposal for:
 CITY OF FLAGSTAFF
 211 W. ASPEN
 FLAGSTAFF, AZ, 86001
 COCONINO
 (928) 213-2221

Investment Proposal Date: 3/30/2015
Pricing Valid Until: 4/29/2015
Deal Number: 764205
Customer Account#: 5281006
Account Manager: Nathan Harman
Phone: (602) 329-2183
Fax: (602) 233-0383
Email: NHarman@rdoic.com

Equipment Information

Quantity	Stock Number	Hours (approx.)	Status / Make / Model Additional Items	List Price Per Unit	Cash Price
1	A570338	0	Carlson CBx6 Control Box Other CBx6/Vx6 Consumable Kit Other CBx6 Protection Bracket Other 2.5 Days Installation, Training, and Travel Other Replacement of Damaged Cables Other CBx6 to Bulkhead 12'	\$14,995.00	\$14,995.00 \$800.00 \$110.00 \$4,125.00 \$650.00 \$600.00
1	A537316	0	Carlson UOA - Connectivity	\$3,495.00	\$3,495.00
1	A551355	0	Carlson Vx6 Heading Unit	\$18,500.00	\$18,500.00
1	TBD	0	Rajant ME4-2424 Breadcrumb radio	\$5,056.00	\$5,056.00
1	TBD	0	Carlson Landfill Grade Software	\$20,000.00	\$14,000.00
Equipment Subtotal:					\$62,331.00

Purchase Order Totals

Balance:	\$62,331.00
Total Taxable Amount:	\$62,331.00
Tax Rate 3: (AZFL 8.951%)	\$4,326.11
Sales Tax Total:	\$4,326.11
Sub Total:	\$66,657.11
Cash with Order:	\$0.00
Balance Due:	\$66,657.11

Equipment Options

Quantity	Serial Number	Year / Make / Model	Description
1	A1417-HK661-040	Carlson CBx6 Control Box	4110.112 - CBx6 Control Box Gen 2
1	A537316	Carlson UOA - Connectivity	Zero Options
1	B1420-00043-02-016A	Carlson Vx6 Heading Unit	Zero Options
1	TBD	Rajant ME4-2424 Breadcrumb radio	ME4-2424 - RAJANT ME4-2424 Breadcrumb Radio
1	TBD	Carlson Landfill Grade Software	7101.101 - Carlson Landfill Grade Software

Memo

To: Rick Compau, Purchasing Director
From: Matt Morales, Project Manager
CC: Erik Solberg, Public Works Director
Patrick Bourque, Solid Waste Director
Steve Bergeron, Landfill Manager
Date: 5/6/2015
Re: Staff Summary Item 1691-Justification for Sole Source GPS Unit for Heavy Equipment

The landfill originally purchased GPS hardware and software in 2012 from RDO Integrated Controls (RDO). RDO is a distributor of Carlson hardware and software equipment.

The GPS provides real-time data reporting for landfill operations. In an effort to standardize operations, staff recommends this item be considered a sole source for the proposed GPS purchase and future GPS purchases from RDO for the following reasons:

- GPS products from different companies do not typically mesh or integrate due to proprietary nature of the industry. The only vendor who offers a comparable landfill GPS hardware/software package is Sitech Southwest, LLC (a Caterpillar affiliated GPS company). I contacted Sitech GPS salesperson, Carlos Torres, May 5, 2015 by phone. Mr. Torres indicated that Sitech software does not mesh with Carlson software.
- Utilizing Carlson equipment will assure that the technical aspects of the operation remain standardized. For instance, if two pieces of heavy machinery have Carlson GPS software on board, then equipment operators will be able view the operation from both on-board computers at the same time. This would not only improve the productivity, but also enhance safety of the operation. Using software from another vendor would not allow both units to see each other on their computer monitors.
- As a supervisor, I need to be able to measure productivity rates (compaction, average pass per lift, average lift thickness, up-time, delays, and down-time) in the office on a real-time basis. Having Carlson software on both pieces of equipment would allow me to determine production rates simultaneously.
- The City has an existing contract with RDO for phone support, software support, and training on the GPS and associated software.
- RDO is the only registered dealer of the existing software and hardware (Carlson Survey) in the western United States.

The Purchasing Section has researched and reviewed sole source justification and we are recommending a “Sole Source” procurement under Article 18 “Sole Source” of the City’s Procurement Code Manual as follows:

A contract may be awarded for a material, service or construction item without competition if the director determines in writing that there is only one source for the required material, service or construction item. The director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Steve Bergeron, Landfill Manager
Co-Submitter: Candace Schroeder, CPPB, Sr. Procurement Specialist
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Cooperative Contract: Purchase of one (1) D8 Dozer with a trash application on a National IPA cooperative purchase agreement with the City of Tucson--- Bid #12077 ***(Approve purchase of D8 Dozer from Empire Machinery in the amount of \$724,025.86).***

RECOMMENDED ACTION:

Approve the purchase of one (1) D8 Dozer with a trash application from Empire Machinery through a National IPA cooperative purchase agreement with the City of Tucson, AZ. for the amount of \$724,025.86 (tax and freight included).

Executive Summary:

The Cinder Lake Landfill uses a Caterpillar D8 dozer daily to primarily push trash from the tipping area of the deck to the compactor working in the trash. It is also used to maintain the deck that the trucks drive on, push daily cover over compacted trash, maintain landfill slopes and construct other areas of the landfill. The equipment warranty and service is supported locally in Flagstaff by Empire Machinery.

Financial Impact:

The Solid Waste Section has \$750,000 budgeted in its Fleet Capital line item for the replacement of a D8 Dozer with a trash application this fiscal year.

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

None previously

Options and Alternatives:

Option 1. Accept City of Tucson's cooperative purchase agreement with Empire Machinery as the lowest responsive, responsible bidder.

Option 2. Conduct our own competitive bid process.

Option 3. Continue to use the existing D8 dozer.

Background/History:

Solid Waste uses a D8 Dozer with a trash application daily on the tipping deck and working face of the landfill. The equipment pushes trash from the tipping area of the deck to the compactor on the working face, as well as grooming and maintaining the tipping area. This keeps the compactor working in the trash, keeps the deck smoother for truck traffic and improves overall safety. The Dozer also pushes cover material over the compacted trash, maintains the working face, outside slopes and builds roads and other areas under construction at the landfill.

Key Considerations:

The equipment being replaced is a 1998 D8 Caterpillar trash dozer which was purchased for \$322,522. It has met the Fleet replacement criteria in terms of hours, life to date costs and repairs needed to continue its useful life. The Fleet Management criteria for dozers is 200 hrs. use per year, 9,000 hrs. lifetime. The landfill dozer is used 850 hrs. per year and has over 13,000 lifetime hours. The equipment is used daily and is in its third life, having been refurbished twice. The first refurbishment was done in November, 2009 at a cost of \$143,652.86 through Empire Machinery. The second refurbishment was done in June of 2011 at a cost of \$161,331.87 through Road Machinery. The life to date costs are currently \$786,000. The dozer was presented to the Fleet committee and approved for replacement with funds from Solid Waste's fleet capital line item. The equipment is necessary to the daily operations at the landfill, being primarily used to push trash to the compactor, maintaining the deck and tipping area, pushing cover over the compacted trash, and other construction functions of the ongoing landfill design.

Expanded Financial Considerations:

A third refurbishment could cost over \$250,000, but is not recommended by the manufacturer, given the type of work the dozer does. Trade-in value for the current dozer is \$80,000, which will decrease significantly in successive years. Fleet Services estimates \$18,000 in maintenance costs and \$50,000-\$70,000 in undercarriage replacements over the next year to continue use.

Community Benefits and Considerations:

Community benefits include continued consistent quality customer service at the lowest possible user fees.

Community Involvement:

None

Expanded Options and Alternatives:

Option 1. Accept City of Tucson's cooperative purchase agreement with Empire Machinery as the lowest responsive, responsible bidder.

Option 2. Conduct our own competitive bid process.

Option 3. Continue to use the existing D8 dozer.

Attachments:

Dozer Bid

Dozer.Picture.1

Dozer.Picture.2

dozer.Picture.3

Dozer.Picture.4



NATIONAL IPA
City of Tucson #12077 Bid

Attention To: City of Flagstaff
Dealer Account Manager: Todd Owen
D8 Track Type Tractors
4/7/2015

City Of Tucson #12077 Bid Pricing

Machine	
CAT Machine List Price	\$984,241.00
Member Discount (%)	22.00%
Member Discount (\$)	\$216,533.02
Freight	\$15,750.00
Machine Price	\$783,457.98
Work Tools	
CAT Work Tool List Price	\$0.00
Member Discount (%)	0.00%
Member Discount (\$)	\$0.00
Work Tools Price	\$0.00
Total Bid Price	\$783,458

Trade	
Year	1998
Make	Cat
Model	D8R
Serial Number	07XM03295
Hours	13316
Trade Allowance	\$80,000.00
Lien Amount	\$0.00
Allowance Valid Until	5/7/2015

Work Tools	
None	\$0.00

Final Price

Additional Cost To Sale	
Pre-Delivery (Fuel, Cleaning and Inspection)	
Factory To Dealer Freight	\$5,421.59
Delivery To Agency Yard	\$14,570.45
Field Service Travel Coverage For Warrantable Repairs:12 Months	\$2,300.00
Other	\$750.00
Other	\$0.00
Other	\$0.00
Other	\$0.00

Agency Added Costs	
Extended Warranty For 5 Years Or 6000 Hours Powertrain Only Coverage	
None	\$13,310.00
None	\$0.00

Price	
Subtotal Price	
Trade Allowance Less Lien Amount	\$746,383.67
Tax Rate	\$80,000.00
Total Invoice Price	8.650%
	\$724,025.86

Savings Summary (Including Agency Added Costs)	
Contract #12077 Bid Price	
City of Flagstaff Price	\$796,767.98
	\$746,383.67
Net Savings From Bid	\$50,384.31

Options To Consider (Not Included in Price)	
None	
None	\$0.00



D8R

WASTE HANDLER

CA







**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Richard McGaugh, Public Works Manager - Fleet
Co-Submitter: Gregory Collin
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Contract: Purchase 17 gasoline powered trucks to replace diesel trucks through a City of Flagstaff Invitation for Bids, bid number 2015-66 (***Approve contract with Tate's Auto Center in the amount of \$625,820 for the purchase of 17 trucks.***)

RECOMMENDED ACTION:

Approve the purchase of 17 gasoline powered light duty trucks from Tate's Auto Center Holbrook, Arizona in the amount of \$625,820 plus all applicable tax.

Executive Summary:

The City has experienced engine and fuel system failures, increased maintenance costs, and excessive downtime with the light duty diesel trucks it currently owns. City of Flagstaff staff, as well as the Fleet Committee, recommend replacement of these 17 light duty diesel trucks with gasoline powered trucks.

Financial Impact:

The following divisions have budgeted appropriation in the 2016 budget for these truck replacements:

- Utility Division has budgeted \$160,000 in account (202-08-303-1050-0-4401) and \$120,000 in account (203-08-313-1130-0-4401) to replace six (6) trucks.
- Solid Waste Division budgeted \$77,320 in account (211-06-166-0645-0-4401) to replace one (1) truck.
- The Fleet Catastrophic fund (001-06-154-0557-3-4401) with a FY2016 budget of \$1,972,406 will fund the Parks Division ten (10) trucks. Seven of the ten trucks were originally funded with BBB funds and these BBB funds will provide funding for the purchases via a transfer out to the General Fund.

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

Option 1) Award the contract to Tate's Auto Center as the lowest responsive, responsible bidder.
Option 2) Continue to operate the trucks and absorb the repair costs, downtime and decrease in customer service.

Background/History:

In 2008, the City of Flagstaff purchased diesel powered trucks ¾ ton and larger. This was to take advantage of the Bio-Diesel program and the rebates it provided. As diesel engine emission standards became more stringent and the technology progressed, high idle applications suffered. This ultimately reduced the benefits and efficiencies for in-town diesel light-duty applications. As a result, the City of Flagstaff has experienced high down time due to engine and fuel system failures and the related repair costs.

Key Considerations:

1. Replacing these 17 trucks at 50% life cycle will be economically beneficial; engine replacements average \$20,000, and so far six (6) engines have failed. Now that the trucks are out of warranty, the respective Divisions will have the budgetary burden to repair and maintain these trucks.
2. The power train warranties have expired. Despite our efforts to seek remedy, there have been no repairs or modifications offered by the vehicle manufacturer that will provide a long term solution(s) in their current application.
3. The proposed 17 new gasoline powered trucks will have a 5-year, 100,000 mile power train warranty. These trucks will have a lower maintenance cost and will save operational budgets as well as ensure more productive trucks and personnel.
4. There will be a cost savings due to the new trucks' 5 year, 100,000 mile warranty, and Fleet will have 17 new light duty trucks at the beginning of their 15 year life cycle

Expanded Financial Considerations:

To properly operate these trucks with the emission control devices, they need to be driven at highway speeds to clear their exhaust filters. This needs to be done weekly for over ½ hour. In addition the manufacturer now recommends more frequent oil changes to remove the excess fuel that accumulates in the engine crankcase. This in turn increases maintenance costs. It is still unknown how much this will reduce the failure rate and emission repairs on these trucks. Following the manufacturer's recommendations, the City of Flagstaff has still experienced six engine failures out of 17 trucks, a failure rate of 35%.

Community Benefits and Considerations:

Maintain a high level of service.

Community Involvement:

Inform

Expanded Options and Alternatives:

Option 1. Award the contract to Tate's Auto Center as the lowest responsive, responsible bidder.
Option 2. Continue to operate the trucks and absorb the repair costs, downtime and decrease in customer service.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Thomas Bolyen, Water Production Manager
Co-Submitter: Candace Schroeder, CPPB Sr. Procurement Specialist
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Contracts: Purchase water and wastewater treatment chemicals through a City of Flagstaff Invitation for Bids, Bid number 2015-27 (***Approve contracts with five (5) vendors for water and wastewater treatment chemicals.***)

RECOMMENDED ACTION:

Approve and award three (3) year initial term contracts, with options to extend for two (2) one year renewals, with five (5) national companies for the purchase of bulk water and wastewater treatment chemicals that will ensure guaranteed prices under our procurement process. The vendors' not to exceed annual costs are as follows:

- 1) Chemtrade Chemicals US, LLC. of Parsippany, New Jersey agrees to provide liquid aluminum sulfate for a not to exceed annual cost of \$177,100.
- 2) DPC Enterprises, L.P. of Glendale, Arizona agrees to provide gaseous chlorine for a not to exceed annual cost of \$79,410.
- 3) Hills Brothers Chemical Company of Phoenix, Arizona agrees to provide liquid chlorine for a not to exceed annual cost of \$45,220.
- 4) Thatcher Company of Arizona, Inc. of Salt Lake City, Utah agrees to provide sulfur dioxide and liquid polymer for a not to exceed annual cost of \$81,117.
- 5) Univar USA Inc. of Phoenix, Arizona agrees to provide liquid caustic soda for a not to exceed annual cost of \$139,750.

Executive Summary:

Chemicals represent a large investment in the effective operation of the Utilities Division's treatment plants. These chemicals are critical to the treatment of water and wastewater in order to comply with water quality regulations and ensure the public's safety. These chemicals are unavailable in the City of Flagstaff and must be delivered; many are located outside of Arizona. Bulk chemicals are purchased by each treatment plant on an as-needed basis based on the demand for water, reclaimed water, and the treatment of wastewater. These chemicals disinfect and remove impurities from all water sources including potable drinking water, reclaimed water, and wastewater.

Financial Impact:

These competitively bid contracts will reduce the financial impacts to the Utilities Division consolidating the purchasing needs of these chemicals for the Water Production and Wastewater Treatment Sections of the Utilities Division. These contracts collectively are for an amount not to exceed \$522,598 annually. Funds to purchase chemicals are budgeted within Utilities Division treatment plant budgets for Lake Mary, Rio de Flag, and Wildcat Hill.

Connection to Council Goal and/or Regional Plan:

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; Additionally meet the following regional plan goals: Chapter VI, WR.2.1, Develop and adopt an integrated water master plan that addresses water resources, water production and its distribution, wastewater collection and its treatment, and reclaimed water treatment and its distribution. Chapter VI, Policy WR.2.2, maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater and reclaimed water services

Has There Been Previous Council Decision on This:

City Council has approved similar bulk chemical purchase contracts from bids secured in April 2006 and October 2009, but are no longer in force.

Options and Alternatives:

Option 1. Award the contracts to Hill Bothers, Thatcher, DPC Enterprises, Chemtrade Chemicals, and Univar-USA as the lowest responsive, responsible bidders for their respective chemicals. Option 2. Require staff to constantly secure new prices for bulk chemicals for each individual purchase. This may lead to higher purchase and transportation costs and make budgetary decisions more difficult. Option 3. Disallow purchase of bulk chemicals. This option would hinder compliance with State law and Federal water quality regulations.

Background/History:

Chemicals represent a large investment in the effective operation of the Utilities Division's treatment plants. Utilities use the following chemicals for these specific purposes:

Chlorine is needed for disinfection of surface water, ground water, and wastewater.

Aluminum sulfate and cationic polymer are necessary for removal of suspended impurities in water supplies.

Caustic soda is used to balance the pH of waters for efficient treatment and appropriate discharge.

Sulfur dioxide is used in the removal of disinfection products to discharge safe treated water into the environment.

Key Considerations:

By establishing contract pricing and defining delivery requirements, the City receives a consistent product at the best possible purchase price.

Expanded Financial Considerations:

The Utilities Division annually budgets for the purchase of these chemicals within the following operational sections: Lake Mary Water Treatment Plant, Rio de Flag Water Reclamation Plant, and Wildcat Hill Wastewater Treatment Plant. The FY15 allocations are as follows:

Lake Mary Water Treatment Plant 202-08-301-1011-0-4362 \$208,200
Wildcat Hill Wastewater Treatment Plant 203-08-311-1111-0-4362 \$110,000
Wildcat Hill Wastewater Treatment Plant 203-08-311-1116-0-4362 \$60,000
Rio De Flag Water Reclamation Plant 203-08-312-1121-0-4362 \$5,000
Rio De Flag Water Reclamation Plant 203-08-312-1121-0-4362 \$40,000

These contracts represent an increase in spending authority to align our chemical purchases with 100% use of the Upper Lake Mary and future growth over the next five years.

Community Benefits and Considerations:

Maintaining water quality standards is a prime benefit to the community.

Community Involvement:

Consult: The Water Commission supports and reviews the Utilities Department operations of the water and wastewater sections.

Expanded Options and Alternatives:

Choose not to purchase from bid pricing and purchase chemicals at market price.

Attachments: [Bid 2015-27](#)

CITY OF FLAGSTAFF BID TABULATION

DATE: 04/21/15 BID/PROJECT NO: 2015-27 BID/PROJECT NAME: UTILITIES WATER TREATMENT CHEMICALS

CONDUCTED BY: Candace Schroeder ANTICIPATED COUNCIL AWARD DATE: _____

WITNESS: Liane Garcia ENGINEERS ESTIMATE: \$ _____

VENDOR	Chlorine 2,000 lb cylinders	Chlorine 150 lb cylinders	Chlorine Liquid	Liquid Caustic Soda	Liquid Aluminum Sulfate	Sulfur Dioxide	Liquid Cationic Polymer
OLIN	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
POLYDYNE, INC	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
HILL BROTHERS CHEMICAL CO	✓ 600.00	1200.00	1190. Per 1000 gal	960.00	480.00	NO BID	NO BID
THATCHER COMPANY	✓ 679.20	1332.00	1550.00 Per 1000 gal	985.00 Per ton	263.85 Per ton	1076.45 Per ton	0.91 per pound
DPC ENTERPRISES	✓ 584.22	1118.21	1474.20 per 1000 gal	631.17	NO BID	NO BID	NO BID
CHEMTRADE CHEMICALS	✓ NO BID	NO BID	NO BID	NO BID	253.00 Per TON	NO BID	NO BID
UNIVAR-USA, MUNI TEAM	✓ NO BID	NO BID	1.52 No Total	559.00 Per TON	NO BID	NO BID	NO BID
BRENNTAG PACIFIC, INC	✓ NO BID	NO BID	NO BID	854.00 Per TON	NO BID	NO BID	NO BID

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mike Gouhin, FHA Director
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Contract: Siler Homes Roof Replacement due to Hail Damage
(Approve contract with Sky Construction & Engineering, Inc. in the amount of \$506,749.00)

RECOMMENDED ACTION:

- 1) Approve the construction contract with Sky Construction & Engineering, Inc. in the amount of \$506,749.00 and a contract time of 90 calendar days;
- 2) Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of the contract will authorize the replacement of all roofs in the Siler Homes Public Housing Development that were damaged by hail on July 25, 2014. HAI Group, insurance carrier for the Flagstaff Housing Authority, is paying for the cost of the damage.

Financial Impact:

Except for the \$2,500.00 deductible being paid by the Flagstaff Housing Authority, HAI Group, the housing authority insurance carrier, is paying \$504,249.00. The total contract amount is \$506,749.00.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3) 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:

Goal NH.4. All housing is safe and sanitary.

Has There Been Previous Council Decision on This:

No, there has not been a previous Council decision on this.

Options and Alternatives:

1. Approve the award as recommended. This option will allow work to commence immediately as monsoon season will soon be upon us. The roofs are going to be stripped down to bare sheeting and will be susceptible to leaking.
2. Reject bids as submitted and not approve the award. Since this is an insurance case, a rejection of the award could jeopardize the amount that they will pay. If the project has to be rebid prices are subject to increase which will not be covered by insurance. Also, if there is any additional damage due to delays the insurance company will not cover the additional cost.

Background/History:

On July 25, 2014 the roofs on all 70 buildings, consisting of 100 units of public housing, were damaged by a hail storm. HAI Group, the housing authority insurance company, was notified of the damage on October 10, 2014. On October 21, 2014 the adjustor inspected all roofs and determined that they needed to be replaced. The bid specifications were given to the City's procurement staff who put together and advertised a formal Invitation for Bids. Three bids were received from the following:

Sky Engineering	\$506,769.00
Flynn Southwest	\$515,243.00
Titan Roofing	\$539,444.73

All bids were within the insurance company estimate, were submitted to the insurance company for review and authorization was given from HAI Group, the using authority insurance company to recommend award to Sky Engineering as the lowest responsive, responsible, Bidder.

Key Considerations:

The contractor will remove and dispose of all existing shingles and replace with architectural shingles made by Malarkey, Tamko or equal, with minimum weight of 235 pounds; 15 pound felt; ice & water shield; drip edge; exhaust caps and flashing. Fortunately, no leaks have been detected.

Expanded Financial Considerations:

Without approval to authorize a contract with Sky Construction & Engineering, the properties are at risk of further damage that will not be covered by insurance. There are no General Fund monies involved in the roof replacement.

Community Benefits and Considerations:

The community benefits of this project is to protect the pubic housing units and provide a safe, sanitary and comfortable living environment for the residents.

Community Involvement:

There was no community involvement as the contract is to repair hail damaged property as an insurance claim.

Expanded Options and Alternatives:

1. Approve the award as recommended. This would allow work to begin immediately so that the work would be completed by mid-summer.
2. Reject approval of the award. This would jeopardize the insurance claim as they will not cover any additional costs.

Attachments: [Construction Contract](#)

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona and Sky Construction & Engineering, Inc.

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 Sky Construction & Engineering, Inc., an Arizona corporation (“Contractor”) with offices at 309 N. Humphrey’s, Suite #1, Flagstaff, 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 roof construction 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 **Siler Homes Roofs – Hail Damage Repair 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 Specifications; the latest version of the Maricopa Association of Governments (“MAG”)

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction (“Exhibit A”); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A
 (“Flagstaff Addendum to MAG”)

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$506,749.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

- 3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;
- 3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;
- 3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;
- 3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;
- 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 **sixty (60) 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:

Tim Rosenow
Project Manager
309 N. Humphrey's, Suite #1
Flagstaff, AZ 86001

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 **ninety (90) 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

Sky Construction & Engineering, Inc.

Jeff Meilbeck, Interim City Manager

Signature

Attest:

Printed Name

City Clerk

Title

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Christine Cameron, Project Manager II
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Contract: Bonito Street Water and Sewer Improvement Project. *(Approve contract with Standard Construction Company, Inc. in the amount of \$1,444,149.75).*

RECOMMENDED ACTION:

- 1) Approve the construction contract with Standard Construction Company Inc. from Avondale, AZ in the amount of \$1,444,149.75 (includes a 5% contract allowance in the amount of \$60,000) and a contract time of 150 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$138,415.00 (10% of the contract amount, less allowance);
- 3) Authorize the City Manager to execute the documents.

Executive Summary:

Award of this contract will authorize the construction of the Bonito Street Water and Sewer Improvement Project and will provide four blocks of the downtown Flagstaff neighborhood with replaced water mains and services, replaced sewer mains and services, new storm drain facilities, and surface improvements including reconstructed roadway, asphalt mill and overlay, and new sidewalk, curb and gutter. The project is funded by Utilities funds.

Financial Impact:

The project has a total FY 15 budget appropriation of \$320,000 and anticipated FY 16 appropriation of \$1,053,000 in Utilities account #203-08-375-3284-0 and \$597,000 from the Utilities' Aging Sewer Replacement Program, Account #203-08-375-3220-0.

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.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this item.

Options and Alternatives:

- 1) Approve the award as recommended. Approval will allow the project to be constructed in the summer of 2015.
- 2) Reject approval of the award. This would delay the project. If rejection occurs, possible options include:
 - Re-advertise the project and solicit new bids.
 - Suspend or cancel the project.

Background/History:

The Bonito Street Water and Sewer Improvement Project is located in downtown Flagstaff and the project area includes four blocks of Bonito Street from Santa Fe Avenue to Elm Avenue. The project scope includes replacement of water main and services, replacement of sewer main and services, new storm drain, curb/gutter, sidewalk, driveway approaches, and asphalt street reconstruction and mill/overlay.

Staff solicited for construction bids on March 17 and March 24, 2015. Six bids were received by the opening date of April 8, and Falcone Brothers and Associates were determined to be the lowest responsive responsible bidder. When contacted to discuss bid in detail, Falcone Brothers and Associates determined they were unable to hold to their bid and withdrew. Standard Construction Company, Inc. became the lowest responsive responsible bidder. A tabulation of bids is summarized below in Expanded Financial Considerations.

Key Considerations:

The existing utilities in this area are aging and are due for replacement. The water main was constructed in 1926 and the sewer main was constructed in 1919. This project also includes new storm drain. The project area currently has no storm drainage facilities and there has historically been severe flooding during large storm events to the extent where private properties have reported flooding from the street. This new system will remediate a long standing problem for the community and City.

This project will also improve the sidewalk and complete the curb and gutter on the west side of Bonito Street. This street is a bus route and pedestrian route for Flagstaff High School and Marshall Elementary School students and these facilities will greatly improve pedestrian safety.

Expanded Financial Considerations:

Below is a summary of the bids received:

Engineer's Estimate	\$1,281,531
Falcone Brothers and Associates (<i>Withdrew Bid</i>)	\$1,254,444
Standard Construction	\$1,444,149
Eagle Mountain Construction	\$1,520,096
Capital Improvements	\$1,531,926
McDonald Brothers	\$1,580,758
T & T Construction	\$1,664,458

The low bid of \$1,254,444 was withdrawn by the contractor and staff recommends award to the second low bid from Standard Construction Company, Inc. The project has a total FY 15 budget appropriation of \$320,000 and anticipated FY 16 appropriation of \$1,053,000 in Utilities account #203-08-375-3284-0 and \$597,000 from the Utilities' Aging Sewer Replacement Program, Account #203-08-375-3220-0.

CONSTRUCTION CONTRACT

**City of Flagstaff, Arizona
and
Standard Construction Company, Inc.**

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 Standard Construction Company, Inc., an Arizona company (“Contractor”) with offices at 810 E. Western Avenue, Avondale, 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 construction 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 **Bonito Street Water and Sewer Improvements 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

Specifications; the latest version of the Maricopa Association of Governments (“MAG”) Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction (“Exhibit A”); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A
 (“Flagstaff Addendum to MAG”)

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$1,254,444.44** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

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 **One Hundred Fifty (150) 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:

Steve Sutton
President
810 E. Western Avenue
Avondale, Arizona 85323

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

Standard Construction Company, Inc.

Jeff Meilbeck, Interim City Manager

Signature

Attest:

Printed Name

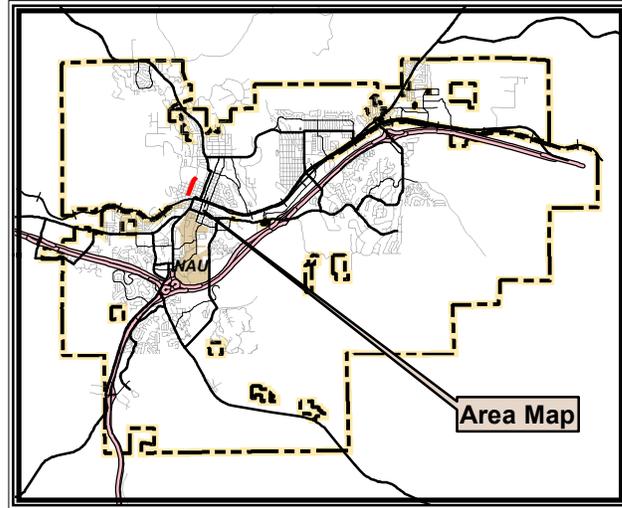
City Clerk

Title

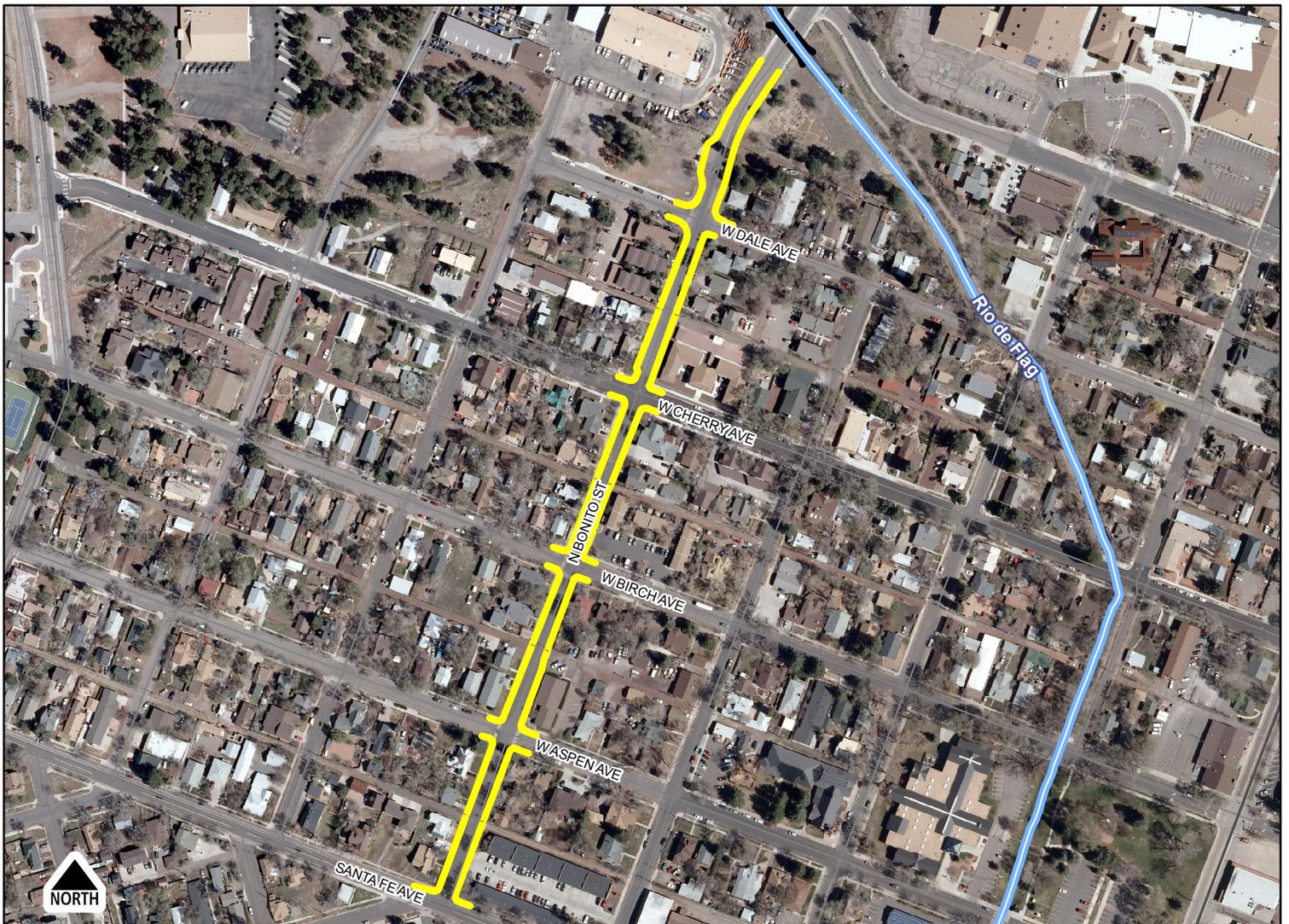
Approved as to form:

City Attorney

Bonito Street Water and Sewer Improvement Project



VINCINTY MAP



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Erin Young, Water Resources Manager
Co-Submitter: Stacey Brechler-Knaggs, Grants Manager
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

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

RECOMMENDED ACTION:

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

Executive Summary:

The City has relied upon groundwater within the Coconino (C) Aquifer dating back to the 1950's. This water resource is a critical component of the City's ability to provide its citizens with a reliable, high quality water supply over the past 60 years. Additionally, in 2005 the City purchased Red Gap Ranch east of the City with the intention of pumping groundwater within the C Aquifer as a long-term water supply in the future. Partnering with the U.S. Geological Survey in the hydrologic monitoring of this valuable resource across the region is critical in helping to understand the impacts today or predicting any potential impacts into the future.

Financial Impact:

The City of Flagstaff's annual cost is \$10,000 with the option to support the project at \$10,000 a year for 2 additional years should Council elect to do so. Funds are budgeted within the Utilities Enterprise Fund (202-08-304-1061-0-4290 Other Misc. Services).

Connection to Council Goal:

COUNCIL GOALS: 2) Ensure Flagstaff has a long-term water supply for current and future needs.
REGIONAL PLAN: Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being. Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Has There Been Previous Council Decision on This:

Yes. Council approved this same agreement on July 3, 2012, and financially supported the project in FY13 and FY14. The proposal from the USGS has been updated in the agreement.

Options and Alternatives:

- Authorize the signing of the agreement with the USGS and become a collaborative stakeholder in monitoring the C Aquifer.
- Do not authorize the signing of the agreement with the USGS and thereby not becoming a collaborative stakeholder in monitoring the C Aquifer.

Background/History:

The current monitoring program was established in 2005 as an agreement between the U.S. Geological Survey and the Bureau of Indian Affairs to evaluate baseflow within Chevelon Creek, Clear Creek, and part of the Little Colorado River. The current program extends across the region and includes Wupatki, Flagstaff, Leupp, Chevelon Creek and springs on the Navajo Reservation north of Holbrook. Data and results from this project are relevant to the City such that the City has and will continually be asked to demonstrate what impact, if any, proposed pumping at RGR will have on the surrounding resources that rely on water from the C Aquifer. Proper baseline hydrologic information is important to understand the C Aquifer conditions prior to any pumping by the City. Additionally, the City is working on a biological, cultural, and hydrological Resources Evaluation (RE) for Red Gap Ranch as a cost-share project with the U.S. Bureau of Reclamation. The RE is essentially a precursor to a required Environmental Impact Statement before the City can fully develop and utilize groundwater from Red Gap Ranch. This cooperative agreement with the U.S. Geological Survey has provided important data for this effort.

Key Considerations:

The purpose of the current monitoring program is to establish baseline information for the C Aquifer before significant groundwater development occurs between Flagstaff and Winslow. Groundwater resources between Flagstaff and Winslow are already being affected by current withdrawals for municipal, agriculture, and industrial water uses. Staff recognizes the importance of monitoring the C Aquifer in the areas of Flagstaff, Red Gap Ranch, and Winslow and is proposing to continue funding this U.S. Geological Survey monitoring program. The objectives of the project are to: 1) establish baseline conditions in the C Aquifer prior to significant additional groundwater development, 2) evaluate baseflow in the Little Colorado River, Clear and Chevelon Creeks, 3) document changes in flow and water quality of the C Aquifer, and 4) inventory and characterize spring resources.

Expanded Financial Considerations:

The total program costs \$67,500 per year. These costs are shared by the BIA Navajo Area Office (\$50,000) and the USGS (\$7,500). We propose the City provide \$10,000.

Attachments: [Agreement](#)



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Arizona Water Science Center
520 North Park Avenue, Suite 221
Tucson, Arizona 85719

DUNS: 137882127 TIN: 53-0196958 ALC: 14-08-0001 CC: GGCMZF
(520) 670-6671 FAX (520) 670-5592
<http://az.water.usgs.gov/>

April 23, 2015

6000000790/AZ006
Erin Young, Water Resources Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

Dear Ms. Young:

Enclosed are two revised copies of our Joint Funding Agreement (JFA) to monitor the C Aquifer between Flagstaff and Winslow. The period of performance is October 1, 2014 through September 30, 2017; USGS fiscal years 2015, 2016 and 2017. The gross annual cost is \$17,500 and each year the USGS will contribute \$7,500 from the Cooperative Water Program and the City of Flagstaff will contribute \$10,000. Billing will be on a quarterly basis and the bills will be mailed in December, March, June and August. Work performed with funds from this agreement will be conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the USGS.

Please return a signed copy of the JFA to this office. If you have any questions, please contact Jamie Macy in our Flagstaff office at (928) 556-7276.

Sincerely,

James M. Leenhouts
Director

Enclosures (2)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Customer #: 600000790/AZ006
Agreement #: 15WSAZ03100
Project #: ZF00C1D
TIN #: 86-6000244
Fixed Cost Agreement YES

JOINT FUNDING AGREEMENT

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 23rd day of April, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF FLAGSTAFF, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program to monitor the C Aquifer as described in the attached work plan herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00

(a) by the party of the first part during the period

Amount	Date	to	Date
\$22,500.00	October 1, 2014		September 30, 2017

(b) by the party of the second part during the period

Amount	Date	to	Date
\$30,000.00	October 1, 2014		September 30, 2017

Total = \$52,500

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

CITY OF FLAGSTAFF

USGS Point of Contact

Customer Point of Contact

Name: James M. Leenhouts
 Address: Arizona Water Science Center
 520 N. Park Ave., #221
 Tucson, AZ 85719
 Telephone: 520-670-6671 x278
 Email: leenhout@usgs.gov

Name: Erin Young, Water Resources Manager
 Address: City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
 Telephone: 928-213-2405
 Email: eyoung@flagstaffaz.gov

Signatures and Date

Signature: _____ Date: _____ Signature: _____ Date: _____
James M. Leenhouts 04/23/15

Name: James M. Leenhouts Title: Director
 Name: _____ Title: Mayor

Signature: _____ Date: _____ Signature: _____ Date: _____

Name: _____ Name: _____
 Title: _____ Title: City Clerk

Signature: _____ Date: _____ Signature: _____ Date: _____

Name: _____ Name: _____
 Title: _____ Title: City Attorney

A WORKPLAN FOR MONITORING THE C AQUIFER OF THE MIDDLE TO LOWER LITTLE COLORADO RIVER BASIN, ARIZONA

*-A cooperative program with the Bureau of Indian Affairs, the City of Flagstaff, and the U.S. Geological Survey-
Prepared by the U.S. Geological Survey Arizona Water Science Center*

INTRODUCTION: In 2005 the Bureau of Indian Affairs Navajo Region (Navajo-BIA) and the U.S. Geological Survey (USGS) established a cooperative groundwater-monitoring program for the C-aquifer near Flagstaff, Arizona that focuses on the middle to lower Little Colorado River Basin. In 2012 the City of Flagstaff joined the cooperative groundwater-monitoring program. The area of study specifically lies between Flagstaff and Winslow, Arizona where the greatest potential for groundwater development exists. The monitoring program was established at the request of Navajo- BIA and the Navajo and Hopi Tribes to develop a monitoring network that will help to understand the current baseflow conditions of the C aquifer in this area. The C aquifer is planned to be used by the tribes and the City of Flagstaff to meet future water-supply demands. From 2005-2012, funding support to monitor the C aquifer was provided by the Navajo-BIA and the USGS, and in 2012 the City of Flagstaff joined the cooperative effort. The City of Flagstaff recognizes the importance of monitoring this critical area and their continued participation in the monitoring effort is important to the ongoing monitoring project. Participation by the City of Flagstaff signifies an interest by the City to better understand groundwater resources in northern Arizona and a benefit of having the City as a funding partner in the monitoring program is that the USGS is able to provide cooperative funding to the program. The USGS can provide cooperative funding to non-federal partners such as the City of Flagstaff, but the USGS cannot contribute cooperative funds towards Navajo-BIA funding. Funding from the City of Flagstaff for the past three years has made it possible for the USGS to match the City's funding dollar for dollar. Another important benefit of funding from the City is that the Navajo-BIA informed the USGS that they may not be able to continue to financially support the program on an annual basis if there are no other funding partners involved. The City of Flagstaff's participation in the cooperative group monitoring the C aquifer is central to continuing this work for the next three year period and potentially longer.

The C-aquifer is a large regional aquifer system in the Little Colorado River Basin with potentially several hundred million acre-feet of water in storage (McGavock and others, 1986; Bills and others, 2000; and Bureau of Reclamation, 2006). The aquifer is used as a source of water for domestic, municipal, industrial, agricultural, and recreational water uses where the water quality is good. Groundwater withdrawals from the C-aquifer in the Little Colorado River Basin totaled about 140,100 acre-feet in 1995 (Hart and others, 2002).

This amount is a little less than half of the average annual, natural discharge from the basin of 319,000 acre-feet (Hart and others, 2002). Water demand mainly for municipal, industrial, and agricultural uses has resulted in significant drawdown of the potentiometric surface (the water table) in the central and upper parts of the basin.

Recent growth and development in Northern Arizona, especially by the City of Flagstaff, has resulted in the evaluation of the C-aquifer in the middle and lower parts of the Little Colorado River Basin as a possible source of water supply to meet future water demands. Several aquifer tests have been conducted in the Leupp area, along I-40 to the west of Winslow, and the area to the north of Moenkopi that indicated that the C-aquifer in these areas is likely to be very productive (Hoffmann and others, 2006; BOR, 2005; and Hopi Tribe, 2003). The Navajo Nation's groundwater resources of the C-aquifer in the Little Colorado River Basin are being affected by groundwater withdrawals for municipal, agriculture, and industrial water uses on the southwestern boundaries.

Proposed groundwater development from the C-aquifer include: 1) Future water supply for communities in the western and southern parts of the Navajo Indian Reservation, 2) The future source of municipal water supply for the City of Flagstaff (Red Gap Ranch), water supply for development along the I-40 corridor between Flagstaff and Winslow, and 3) water supply to support continuing development along the Little Colorado River Valley up gradient from Leupp. These future demands for groundwater resources in this area have the potential to affect groundwater withdrawals and the water quality in the basin, which may include a reduction to the base flow of perennial streams such as Clear Creek and Chevelon Creek (Leake and others, 2005; S.S. Papadopoulos and Associates, Inc., 2005), or further reduce the availability of water to the Little Colorado River and Little Colorado River alluvium which are already affected by existing upstream water uses. Additional development of groundwater resources from other water-bearing zones in this area could also occur to improve water supplies for communities in the western and southern parts of the Navajo Indian Reservation.

OBJECTIVE: The overall objective of the program is to establish current baseline information for the C-aquifer before significant additional groundwater development occurs in the Flagstaff to Winslow area, and to monitor for long-term changes in groundwater levels, water use, changes in baseflow in Clear and Chevelon Creeks, and water chemistry.

Groundwater resources of the C aquifer in the Little Colorado River Basin are already being affected by current withdrawals for municipal, agriculture, and industrial water uses throughout the upper and middle parts of the basin. Potential, additional groundwater withdrawals from the C aquifer, especially east of Flagstaff toward the Little Colorado River, could compound the effects of groundwater withdrawals in the

basin. The specific objectives of this monitoring program are:

- 1) Establish current baseline conditions in the C aquifer prior to significant additional groundwater development.
- 2) Collect and provide information on groundwater resources for the protection of native and endangered species that depend on the baseflow discharge from the C-aquifer to Clear and Chevelon Creeks.
- 3) Document changes in flow and water quality of the C-aquifer and adjacent water-bearing zones that may impact the use of these water resources.
- 4) Inventory and characterize spring resources at the southwestern boundaries of the Navajo reservation.

PROJECT DESCRIPTION/SCOPE OF WORK:

Methodology

The USGS proposes to continue operation and maintenance of a core monitoring network of selected wells and sampling sites during a 3 year cooperative agreement. The C aquifer program work plan is dependent on funding from cooperators. If the full funding cooperation is not met, then the work plan is revised to include those tasks that can be funded at the available funding level. The monitoring network includes:

1. Five continuous-record observations wells, with satellite telemetry and quarterly check measurements and additional maintenance as needed (table 1). Real-time data are available from these sites at:

<http://waterdata.usgs.gov/az/nwis/current/?type=gw>

2. Produce a daily values water-level record for these five sites for the current water year.
3. Measurement of quarterly water levels by the USGS at 11 observation wells located in the C aquifer between Flagstaff and Winslow, AZ (table 2). Also includes C aquifer well data provided by the City of Flagstaff and Arizona Department of Water Resources as part of this water-level network (figure 2).
4. Conduct a base flow evaluation during the current year consisting of up to 12 sites on Clear Creek, Chevelon Creek, and on the Little Colorado River from Chevelon Creek to Clear Creek for comparison to the base-flow evaluations conducted in summers 2005, 2006, 2008, 2012 and winter 2010.
5. Collect discharge and water quality field parameters (specific conductance, pH, water temperature, and dissolved oxygen) quarterly for two to four springs (Artesian Spring on Clear Creek below Mc Hood Reservoir, Seba Dalkai Springs, Coyote Springs near Dilkon, and Shonto Spring near Dilkon) to continue to document and characterize the quantity and quality of water resources at the western end of the Navajo Reservation in the current year.
6. Work with other Federal, Tribal, State, and local partners to develop additional financial support for this study or with in-kind services, so that partners can be included as cost-sharing efforts.
7. When funds are available, publish the next in a series of USGS Open-File report that will summarize and evaluate the study data collected from 2012 to 2015. The report will be published in FY2016 if funding is available.

DELIVERABLES: The following deliverables will be provided to all cooperators based on the field data collected and on the above methodology. The City of Flagstaff will be provided provisional data for their review as it becomes available during the project, and also courtesy review copies of planned reports that will be published by the USGS.

1. The USGS will publish a USGS digital Open-File data report dependent on funding. The current work plan does not include funding for a USGS data report, but if funding were to become available, then a USGS report would be added.
2. The USGS will publish on-line all data collected for the program with corresponding USGS site numbers on the USGS NWIS Web (table 1 and 2). <http://waterdata.usgs.gov/az/nwis/gw>
3. Copies of publications or reports that USGS presents at conferences or meetings.

TASK / BUDGET/TIME LINE FY15

1. Project oversight.		\$33,000
4 month		
Labor (1 hydrologist, 1 hydrologic technician)	\$32,000	
Travel	\$ 1,000	
2. Maintenance, operation and processing of 5 continuously monitored observation wells with telemetry (table 1 and fig.1; about \$3,000 per well).		\$15,000
4 months		
Labor (1 hydrologic technician)	\$13,000	
Travel	\$ 1,275	
Supplies	\$ 725	
3. Quarterly water-level measurements at observation wells (table 2 and fig.2).		\$2,500
4 months		
Labor (1 hydrologic technician)	\$ 1,780	
Travel	\$ 480	
Supplies	\$ 240	
4. Conduct a base flow evaluation consisting of 24 sites on Clear Creek, Chevelon Creek, and on the Little Colorado River from Chevelon Creek to Clear Creek		
1 month		\$12,000
Labor (one Hydrologist, 3 hydrologic technicians)	\$8,000	
Travel	\$1,800	
Supplies	\$2,200	
5. Funds to carry over to FY2016		<u>\$30,000</u>
FY15 Total Program costs		\$92,500

Cost Sharing:

<u>Other Federal Agency (OFA) Program</u>	<u>Amount</u>
Bureau of Indian Affairs (BIA), Navajo Area Office (carried over from FY14)	\$25,000
Bureau of Indian Affairs (BIA), Navajo Area Office (FY15 request)	\$50,000
City of Flagstaff (FY15)	\$10,000
U.S. Geological Survey (USGS Department of the Interior cost share)	<u>\$7,500</u>

FY15 Total Program costs **\$92,500**

FUNDING BY YEAR			
	FY15	FY16	FY17
BIA Navajo Area Office	\$50,000	\$50,000	\$50,000
City of Flagstaff	\$10,000	\$10,000	\$10,000
USGS	\$7,500	\$7,500	\$7,500

PAST ACCOMPLISHMENTS**1997-2005**

Groundwater monitoring network supported by the National Park Service

2005

USGS and BIA establish current monitoring program

BIA primary funding partner, NPS no longer funding partner

Establish network of 24 quarterly observation wells

1st Base-flow evaluation of Chevelon Creek, Clear Creek, and part of the Little Colorado River

2006

3 USGS streamflow gaging stations established on Chevelon and Clear Creek

5 Continuous recording, telemetered observation wells instrumented near Leupp and Winslow, AZ

2nd Base-flow evaluation of Chevelon Creek, Clear Creek, and part of the Little Colorado River

2007

Program discontinued due to lack of funding

2008

Program re-established with BIA funding and ADWR in-kind support

3rd Base-flow evaluation of Chevelon Creek, Clear Creek, and part of the Little Colorado River

2010

4th Base-flow evaluation (1st winter evaluation)

2011-12

USGS publication describing C aquifer results from 2005-2011

2012

City of Flagstaff joins the cooperative monitoring program

5th and 6th Base-flow evaluations

Continuous water-level data from 5 continuous recording telemetered observation wells (table 1)

Discrete water-level measurements at wells listed on table 2

Water-quality field parameters and discharge measurements at springs listed on table 3

Updates from water-level measurements made by ADWR (fig. 2)

HISTORY OF FUNDING FOR THE C AQUIFER PROJECT

C Aquifer Project	BIA Navajo	National Park Service	US Geological Survey	Arizona Dept. Water Resources	City of Flagstaff
FY 1997		\$15,000			
FY 1998		\$15,000			
FY 1999		\$15,000			
FY 2000		\$15,000			
FY 2001		\$17,510			
FY 2002		\$17,510			
FY 2003		\$38,000			
FY 2004		\$18,000			
FY 2005	\$234,000				
FY 2006	\$278,840		\$3,860		
FY 2007			*\$25,000		
FY 2008	\$50,000				
FY 2009	\$57,197		\$10,149		
FY 2010	\$60,000			*\$4,400	
FY 2011	\$84,212		\$13,600	*\$4,400	
FY 2012	\$50,000		\$10,000	*\$4,500	\$10,000
FY 2013	\$50,000		\$10,000	*\$4,500	\$10,000
FY 2014	\$25,000		\$7,500	*\$4,600	\$10,000

*In-kind services

Table 1. Observation wells with satellite telemetry and quarterly check measurements.

Site Name	Site ID	Station Number
OW-1	351022111061801	05 145-05.92X05.31
OW-2B	351214111022101	05 145-02.25X03.18
OW-3A shallow	350959110562303	05 144-10.70X05.71(2)
Winslow T	345603110450301	(A18-15) 28aad
Winslow I-40	350002110355501	(A-19-16) 36dbb

Table 2. Quarterly observation wells measured by the USGS

Site number	Site name	Site ID	Well owner
A-20-12H13CBB	Sunshine Well	350706111014701	Hopi
--	BOR-OW-2A, shallow	351216111021902	Navajo
--	BOR-OW-2A, middle	351216111021903	Navajo
--	BOR-OW-2A, deep	351216111021904	Navajo
--	BOR-PW-2B	351213111022101	Navajo
--	BOR-PW-2A	351218111021701	Navajo
--	BOR-PW-1A	351023111062002	Navajo
A-21-07 24AAD	Foxglenn	351127111360001	Flagstaff
A-21-08 17BCA2	Continental 2	351224111342601	Flagstaff
A-20-08 18BCC	Lake Mary 2	350700111354701	Flagstaff

Table 3. Springs to measure and sample for flow and groundwater field parameters.

A-18-16 10CDC	Clear Creek artesian spring	345813110382701
To be determined	Coyote spring near Seba Delkai	to be determined
To be determined	Seba Delkai, spring	353002110364001
To be determined	Shonto spring	to be determined

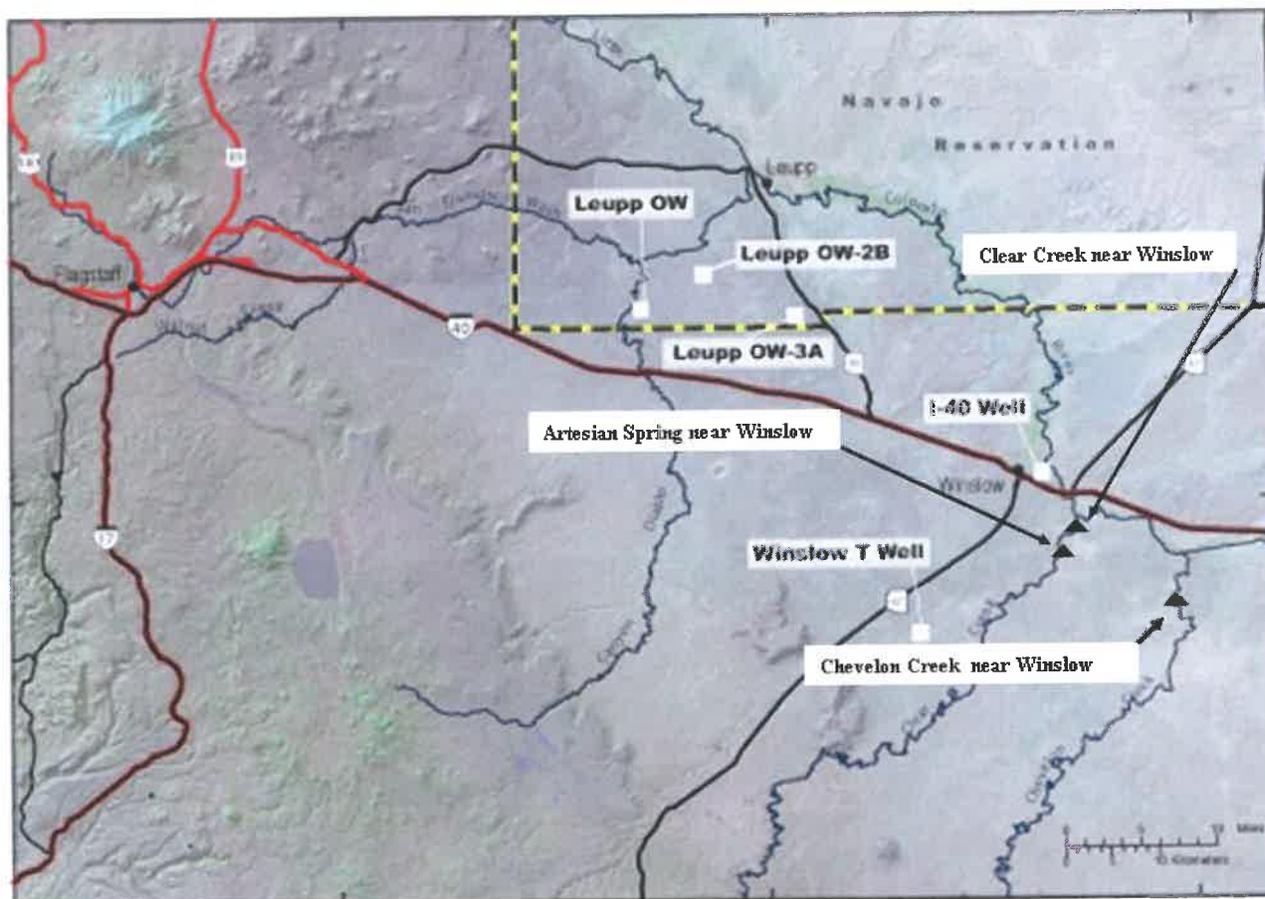


Figure 1. Location of stream-flow gages and monitoring wells, C aquifer monitoring program, Little Colorado River Basin, Arizona.

Site Name	Site ID	Station Number	Data collected by
OW-1	351022111061801	05 145-05.92X05.31	USGS
OW-2B	351214111022101	05 145-02.25X03.18	USGS
OW-3A shallow	350959110562303	05 144-10.70X05.71(2)	USGS
Winslow T	345603110450301	(A18-15) 28aad	USGS
Winslow I-40	350002110355501	(A-19-16) 36dbb	USGS
Clear Creek near Winslow (discontinued, 2007)	09399000	--	--
Artesian Spring near Winslow (Discontinued, 2007)	09399100	--	--
Chevelon Creek near Winslow (Discontinued, 2007)	09398000	--	--

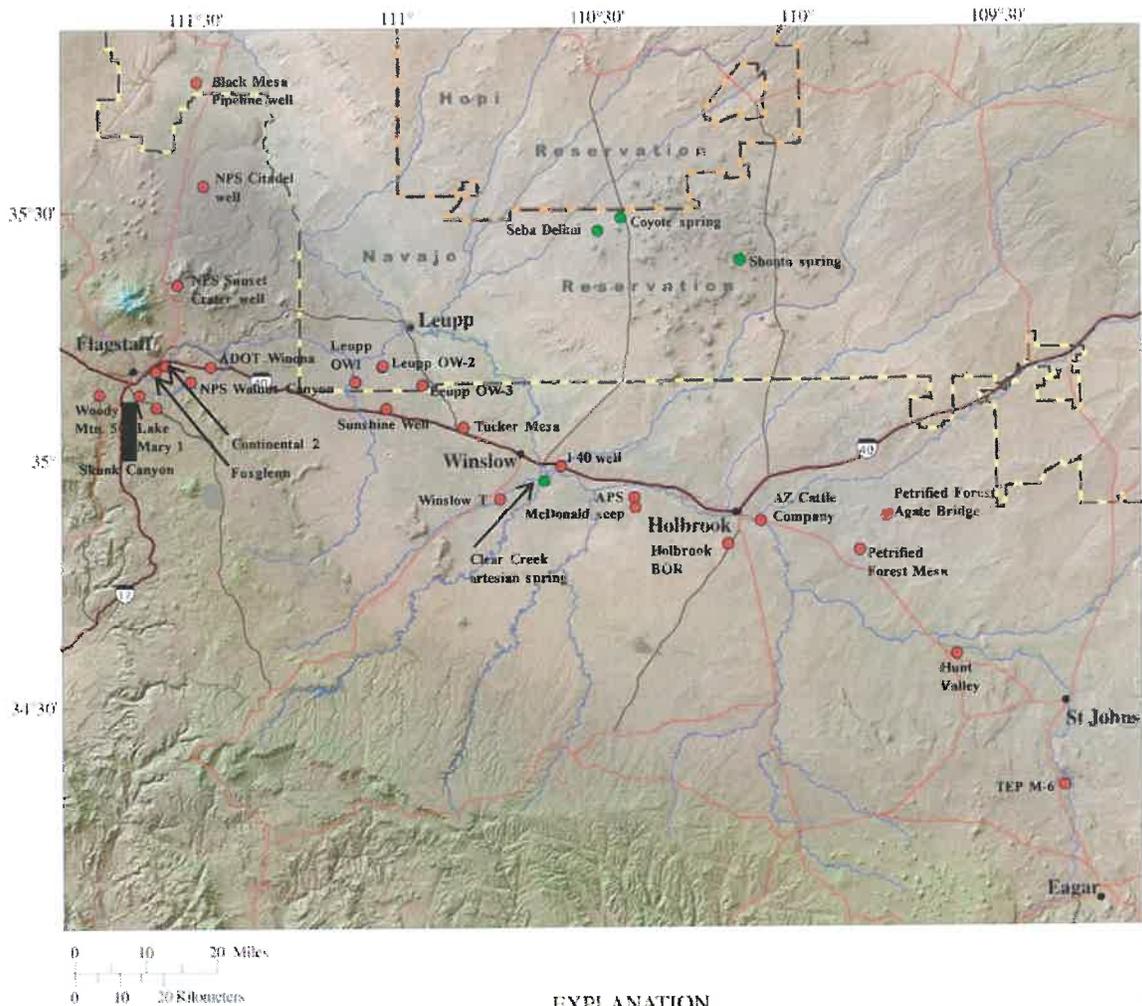


Figure 2. USGS and ADWR quarterly monitoring wells and springs, C aquifer monitoring network, Little Colorado River Basin, Arizona

Site number	Site name	Site ID	Data Collected by
Wells			
A-20-12H13CBB	Sunshine Well	350706111014701	USGS
A-18-15 28AAD	Winslow T	345603110450301	USGS
A-19-16 36DBB	Winslow I-40	350002110355501	USGS
A-17-21 10CBA	AZ Cattle Company	345310110062501	ADWR
A-17-23 35DDA	Petrified Forest Mesa	344928109515301	ADWR

A-17-24 09ABD	Petrified Forest Agate Bridge	345333109474501	ADWR
05 145-05.92X05.31	Leupp OW-1	351022111061801	USGS
05 145-02.25X03.18	Leupp OW-2	351214111022101	USGS
05 144-10.70X05.71(2)	Leupp OW-3	350959110562303	USGS
A-20-07 03ACA	Skunk Canyon	350848110381701	ADWR
A-21-08 26DAB	NPS Walnut Canyon	351025111303701	ADWR
A-25-09 06CCD	NPS Citadel	353410111284001	ADWR
A-23-08 21ABA	NPS Sunset Crater	352214111324601	ADWR
A-21-07 24AAD	Foxglenn	351127111360001	City of Flagstaff
A-21-08 17BCA2	Continental 2	351224111342601	City of Flagstaff
A-20-08 18BBB	Lake Mary 1	350716111354401	City of Flagstaff
A-20-06 02BBB	Woody Mountain 5	350856111441601	City of Flagstaff
A-21-09 17ACD	ADOT Winona	351213111274001	ADWR
A-19-14 03AAC1	Tucker Mesa	350446110502501	ADWR
A-18-18 34DAA2	McDonald, seep	345454110245201	ADWR
A-18-18 27AAB	APS	345608110250001	ADWR
Springs			
A-18-16 10CDC	Clear Creek artesian spring	345813110382701	USGS
	Coyote spring	352447110085901	--
	Seba Delkai	353002110364001	USGS
	Shonto spring	352829110300601	--

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Glorice Pavey, Recreation Supervisor
Co-Submitter: Brian Grube, Recreation Services Director
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Street Closure(s): Great Race

RECOMMENDED ACTION:

Approve the street closure at Aspen Avenue (between San Francisco Street and Beaver Street) on Thursday, June 25, 2015 from 2:00 p.m. - 8:00 p.m.

Executive Summary:

Special events are important to our community. They bring excitement to our City and enhance our quality of life. If done correctly, by addressing parking, trash, noise and congestion a community event street closure has the potential to enhance business in the surrounding area.

The City of Flagstaff, Office of Community Events, brings forward requests for street closures on behalf of the applicant. The office encourages the event producer to conduct outreach and address any concerns that the community may have regarding this event. As a courtesy, the Office of Community Events produces a monthly newsletter for downtown residents and business owners to inform them of upcoming City Council meetings, street closures and events at Heritage Square.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Does not meet a Council goal.

REGIONAL PLAN:

Transportation:

Goal T.1. Improve mobility access throughout the region.

Economic Development:

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Goal ED.6. Tourism will continue to provide a year-round source for the community, while expanding specialized tourist resources and activities.

Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.

Has There Been Previous Council Decision on This:

Other events have received this exception in the past. The Great Race event received this exception in 2007.

Options and Alternatives:

Deny the request to hold the proposed downtown streets.

- Pro: Closure of the streets in the north downtown historic district have the potential to negatively impact businesses in this area. By not allowing the closure, these north downtown businesses and residents could count on the ordinary flow of traffic and parking.
- Con: This event has the potential to bring participants into the north downtown historic district and increase retail and restaurant sales.

Background/History:

For 32 years, the Great Race has traveled the backroads of America stopping in small and medium sized communities in order to provide shows of vintage automobiles competing in a nine-day, 2,400-mile event. The event brings out spectators – those interested in antique cars and those just interested in seeing a unique event. In addition to the 400+ participants in the event entourage (drivers, navigators, support and staff from all over the U.S., Europe and Japan), thousands of local spectators will fill the streets. It has been the experience of the event producer that hundreds of people will drive from three and four hours away to attend the Great Race because of its novelty. The vehicles participating in the race range in age from a 1915 Hudson Indy 500 car to a 1968 Camaro convertible.

Key Considerations:

The current special event permit regulations do not allow for the full closure of one-way downtown streets. Deviations from the special event permit packet have been approved by City Council on a case-by-case basis.

The additional two-way street closure involved with this permit does not require City Council approval and includes Leroux Street between Route 66 and Birch Avenue.

The Flagstaff Fire Department requires that there be a fire lane and access to all hydrant and water hook-ups on the streets used for special events.

The Wheeler Park parking lot will be used for overflow parking for the event producer, in case late-coming vehicles are not able to fit in the street closure area.

Community Benefits and Considerations:

The Great Race will have more than 400 participants from all over the world who will want to experience the Flagstaff community and its Route 66 heritage. There are eight teams from Japan, three from Europe, one from Canada and the rest from all over the U.S. The support teams will arrive early in the day (around noon) and will explore the downtown shops and dine in downtown restaurants. All are recognizable by lanyards around their necks, which display their name, hometown and car number. The racers will start arriving just before 5:00 p.m. and will start exploring the community soon after. All 400+ participants in the Great Race entourage will eat in downtown restaurants that evening. Additionally, the event producer expects hundreds of spectators from the Phoenix and surrounding areas.

According to the event producer, the Great Race reaches millions of people in the United States each year due to a combined mix of press releases, social media, news stations, TV shows, magazine and newspaper articles. The 2014 Great Race alone was featured in 127 articles last year. There are professional videographers, A television crew filming for the *Great Race TV show*, photographers, writers, and magazine editors (including editors from five major automotive magazines), who travel along

with the Great Race, writing about each of the cities the Race stops in. The Great Race makes a deliberate effort to not stop in large towns during the rally and instead focus on smaller and medium sized communities. The goal of the event is to showcase the town in a very positive light.

Community Involvement:

INFORM: The City of Flagstaff, Office of Community Events, produces a Downtown Newsletter which is available to businesses and residents on the 1st of each month. The Great Race agenda item, date and time was included in the May Downtown Newsletter. The Office of Community Events received one negative response about the closure from the Sacred Rites store, whose business owner had concerns that the closure would take away needed parking and was not the type of event that would drive business into his store.

INVOLVE: The Office of Community Events works closely with the Downtown District Manager, Terry Madeksza. The Downtown District Manager is involved in the process of helping to gauge the support of affected businesses and assigning conditions to the event during its review.

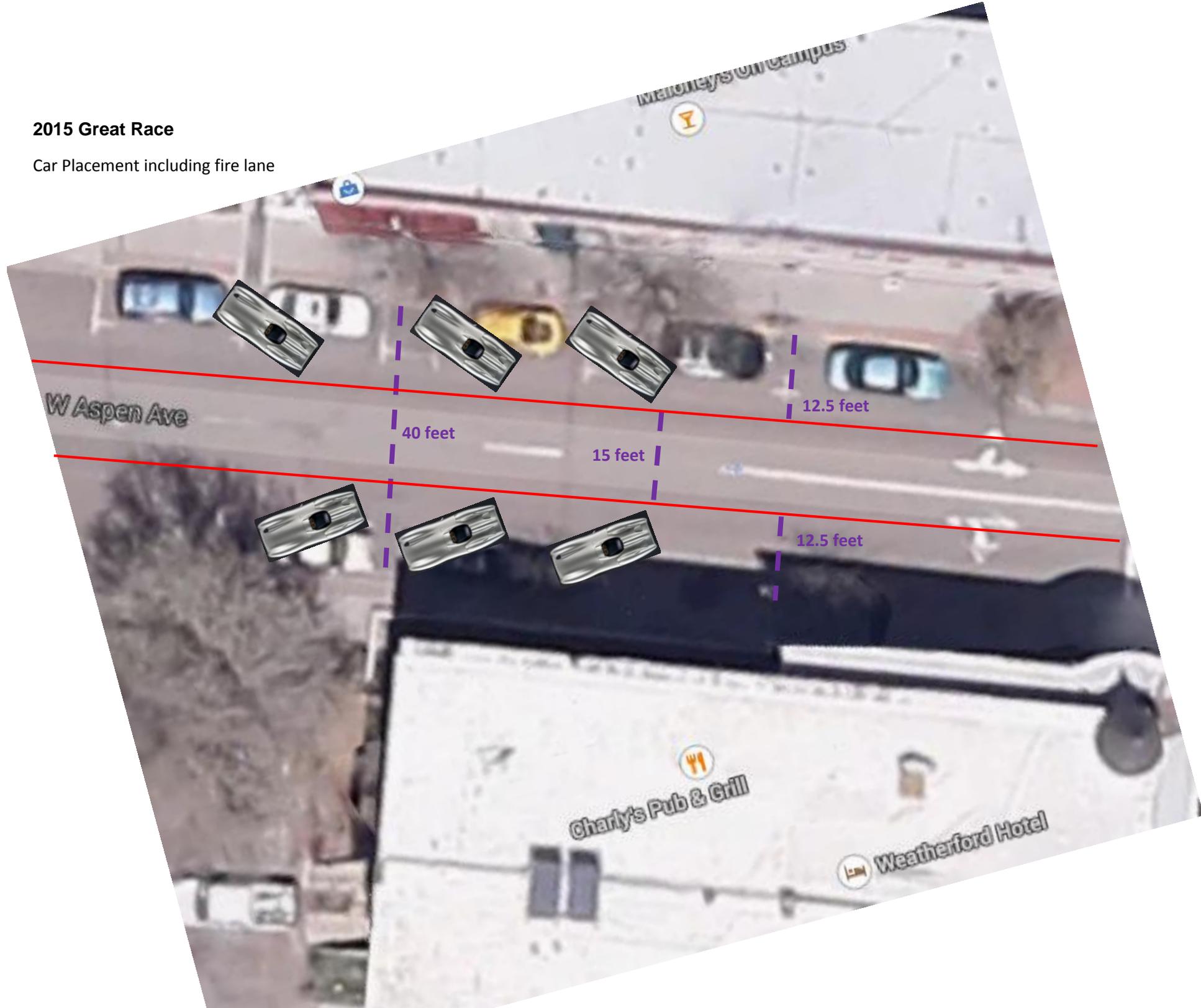
CONSULT: The Office of Community Events recommends that event producers conduct outreach with businesses and residents who may be affected by the street closure. The event producer plans on sending letters to all businesses affected by the street closure. Additionally, they will be working with a selection of downtown restaurants to coordinate various deals to incentivize Great Race participants to visit their establishments.

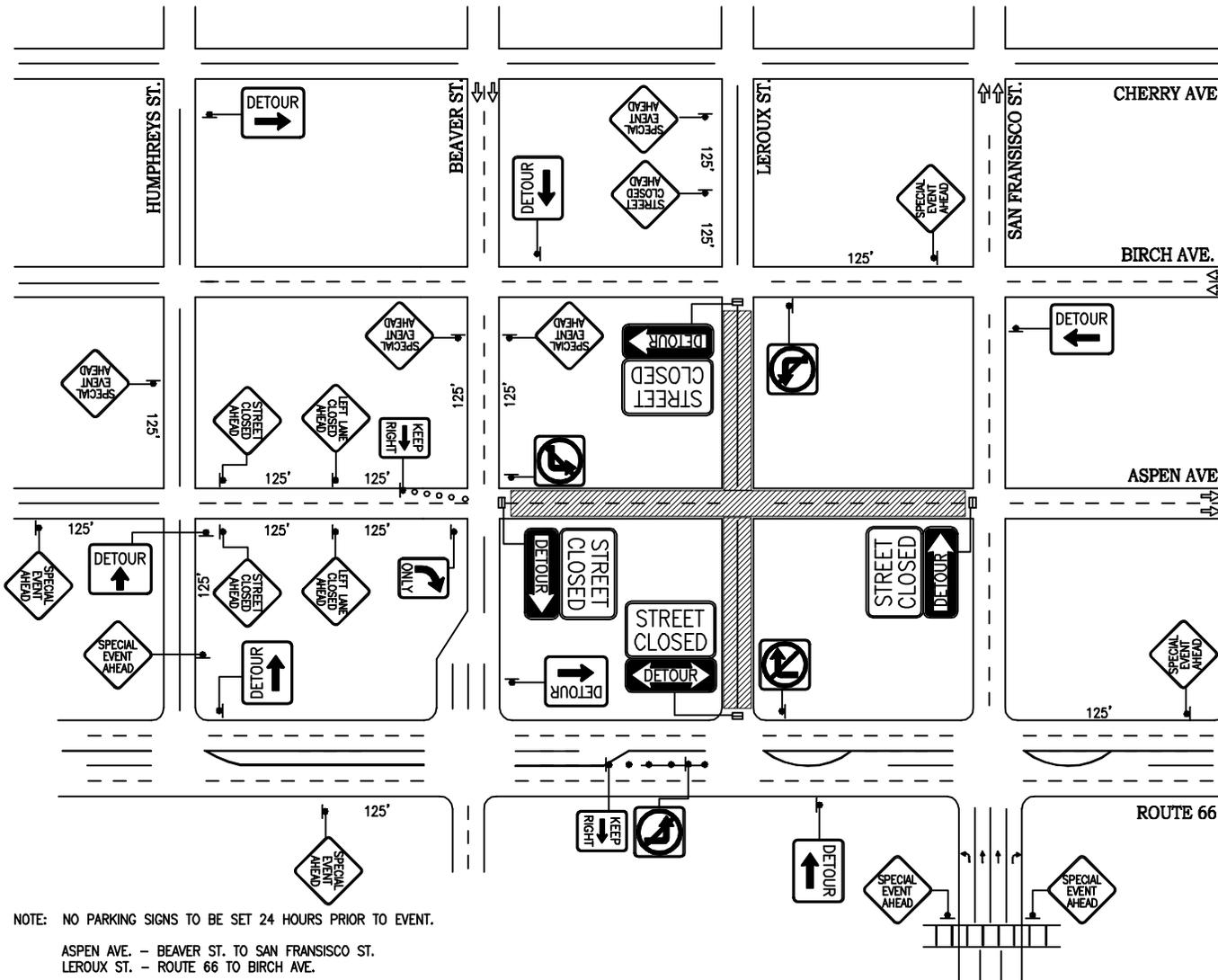
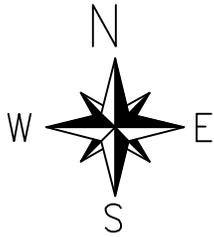
Expanded Options and Alternatives:

Attachments: [Car Layout](#)
 [Traffic Control Plan](#)

2015 Great Race

Car Placement including fire lane





NOTE: NO PARKING SIGNS TO BE SET 24 HOURS PRIOR TO EVENT.

ASPEN AVE. - BEAVER ST. TO SAN FRANCISCO ST.
LEROUX ST. - ROUTE 66 TO BIRCH AVE.

TCP APPROVED BY: _____ DATE: _____

REVISION:

B

REV DATE:

03/25/15

POSTED
SPEED
LIMIT

25

LEGEND

- = ARROWBOARD
- = HIGH-LEVEL SIGN STAND
- = SIGN STAND
- = VERTICAL PANEL
- = CONE
- = TYPE-1
- = TYPE-2
- = TYPE-3
- = EXISTING



General Operations
Manager:
John Ledbetter Jr.
Office: 602-288-6350
TCP Fax: 602-288-6361
Dispatch: 602-288-6363
24 Hours: 602-920-4652

DRAWN BY:
STEPHEN MILLER, T124518
DATE CREATED: 03/10/15

Reviewed by: _____ /_____/_____
-Action Employee- Date

SIGN SIZE:
48"X48" _____ 36"X36" X _____

NOTES: PLAN IS NOT TO SCALE
This is a vehicular and/or pedestrian plan only. Pedestrian access shall be maintained if possible. All applicable equipment shall have sandbags and flags. This traffic control plan is for day and/or night time use. Business and local traffic shall be maintained when possible. Bump signs shall be placed in front of ALL steel plates in the roadway. Conflicting existing signs shall be covered for temporary traffic control. Equipment list is approximate, plan is subject to changes made in the field.

TCP NAME: 031015-006

MUNICIPAL:
CITY OF FLAGSTAFF

LOCATION:
ASPEN AVE. & LEROUX ST.

TYPE OF SET-UP:
ROAD CLOSURE

START DATE: 06/25/15 END DATE: 06/25/15

CONTRACTOR:
THE GREAT RACE

CONTACT NAME:
JENNIFER ANDREWS

CONTRACTOR'S NUMBER:
423-648-8528

CONTRACTOR'S FAX:
XXX-XXX-XXXX

WORK HOURS: 1400-2000

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Barbara Goodrich, Management Services
Director
Date: 05/11/2015
Meeting 05/19/2015
Date:



TITLE:

Consideration and Adoption of Ordinance No. 2015-06: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3, Business Regulations, Chapter 3-10, User Fees, Section 3-10-001-0006, City Clerk, by increasing the Liquor License fee from \$560.00 to \$815.00; Providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date. *(Increasing the Liquor License application fee.)*

RECOMMENDED ACTION:

- 1) City Clerk to read Ordinance No. 2015-06 for the final time by title only
- 2) City Clerk reads Ordinance No. 2015-06 by title only (if approved above)
- 3) Adopt Ordinance No. 2015-06

Executive Summary:

At the February 11, 2015 Council Budget Retreat, the Council expressed support to increase the Liquor License application fee from a 70% cost recovery to 100% cost recovery based on the cost established in the City 2009 User Fee Study. The City has provided the required 60 day notification on the City website of this potential fee increase. Staff proposes a July 1, 2015 effective date.

Financial Impact:

The City of Flagstaff receives approximately \$13,000 per year in Liquor License application fees. The proposed fee increase is estimated to generate an additional \$6,000 per year in revenue for the General Fund.

Connection to Council Goal and/or Regional Plan:

Has There Been Previous Council Decision on This:

First reading of the Ordinance was held at the City Council meeting of May 5, 2015.

Options and Alternatives:

- 1) Approve the fee increase to set cost recovery at 100% based on the 2009 User Fee Study and generate an estimated \$6,000 new revenue to the General Fund.
- 2) Do not approve the fee increase leaving cost recovery at 70% based on the 2009 User Fee Study.

Background/History:

As part of the City of Flagstaff annual budget process, certain user fees are brought forward to Council for consideration to increase. For FY2016, City staff provided information to Council on the Liquor License Application fee. The Liquor License Application Fee was first established in 2009 for \$560 representing 70% cost recovery.

At the February 11, 2015/ City Council Budget retreat, the Council reviewed several user fees. One staff proposal was to consider increasing the Liquor License Application fee from a 70% recovery to 100% recovery based on the 2009 City of Flagstaff user fee study. This recovery increase takes the fee amount from its current \$560 to \$815 per application. It is estimated this will generate an additional \$6,000 per year in revenue that will be deposited into the General Fund.

With six Council members in full support and one Council member providing tentative support, City staff posted the statutorily required 60 day notice on the City website and stated this fee increase would be considered at the May 5, 2015 Council meeting. Staff is recommending that it become effective on July 1, 2015.

Key Considerations:

The estimated new revenue of \$6,000 has been included in the total ongoing resources used to balance the FY2016 City of Flagstaff budget proposal.

Community Involvement:

Consult

The public has been notified through the website post that the City is considering this fee increase. The public will have the opportunity to provide feedback to the Council as the proposed Ordinance is considered by Council for approval.

Attachments: [Ord. 2015-06](#)

ORDINANCE NO. 2015-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, *BUSINESS REGULATIONS*, CHAPTER 3-10, *USER FEES*, SECTION 3-10-001-0006, *CITY CLERK*, BY INCREASING THE LIQUOR LICENSE FEE FROM \$560.00 TO \$815.00; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, A.R.S. § 4-201 requires a city to review any application for a state liquor license within the city, hold a public hearing; and provide a recommendation to the state liquor board as to whether the board should grant or deny a license; and

WHEREAS, pursuant to A.R.S. §§ 9-240(b)(18) and 4-223 a city may impose a license tax, permit or fee on the business of selling spirituous liquor at retail within the city; and

WHEREAS, the City of Flagstaff desires to increase recovery of its costs related to administration of liquor licenses and has published notice of a proposed increase in the liquor license fee on its website pursuant to A.R.S. § 9-499.15.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 3, *BUSINESS REGULATIONS*, Chapter 3-10, *User Fees*, Section 3-10-001-0006, *City Clerk*, is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

3-10-001-0006 City Clerk

The user fees of the City Clerk's Division shall be as follows:

Fee type	Fee per Each
Off-track betting fee – initial	\$480
Off-track betting fee - renewal	\$380
Liquor license	\$560 –\$815

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars (\$2,500.00) and may be sentenced to confinement in jail for a period not to exceed ninety (90) days for any one offense, all in accordance with the Flagstaff City Code Chapter 1-04. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 6. Effective Date.

This ordinance shall become effective on July 1, 2015.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration / Adoption of Resolution No. 2015-15 and Ordinance No. 2015-05: A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as the "2015 City Tax Code Amendments" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, *Privilege and Excise Taxes*, by adopting "2015 City Tax Code Amendments" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates. **(2015 City Tax Code Amendments)**

RECOMMENDED ACTION:

- 1) Adopt Resolution No. 2015-15
- 2) Read Ordinance No. 2015-05 by title only for the final time
- 3) City Clerk reads Ordinance No. 2015-05 by title only (if approved above)
- 4) Adopt Ordinance No. 2015-05

Executive Summary:

The Model City Tax Code is the City of Flagstaff's guiding tax document. The Model City Tax Code has been updated by the Model City Tax Code Commission to conform with new laws adopted by the state legislature and to improve uniformity with state transaction privilege tax laws. No new taxes are being imposed by the City. The majority of the changes concern Transaction Privilege (Sales) Tax Licensing, which will move from City control to the Arizona Department of Revenue on January 1, 2016. Many of the changes to the Model City Tax Code are retroactive and are already recognized by the City.

When changes are made to the Model City Tax Code, the City is required to align the City Code with the Model City Tax Code. In addition, by adopting the proposed ordinance, the City is doing its part to help in the Governor's Transaction Privilege Task Force's efforts to make the Model City Tax Code more uniform.

Financial Impact:

There are no expected financial impacts from these Model City Tax Code changes. The Arizona Department of Revenue will collect the City's Transaction Privilege (Sales) Tax license fees on behalf of the City.

Connection to Council Goal and/or Regional Plan:

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

Previous Council Decision on This:

A Public Hearing and first reading of the Ordinance was held at the May 5, 2015, Council meeting.

Options and Alternatives:

- 1) Adopt the proposed ordinance. If the City adopts the proposed ordinance, the City of Flagstaff will incorporate the most recent changes to the Model City Tax Code into the City Code.
- 2) Do not adopt the proposed ordinance. If the City chooses to not adopt the proposed ordinance, the most recent changes to the Model City Tax Code will not be incorporated into the City Code. City staff will abide by the most recent changes to the Model City Tax Code but the City Code will not be uniform to the Model City Tax Code.

Background/History:

In 1987 the City of Flagstaff and other Arizona cities and towns adopted the Model City Tax Code. The Model City Tax Code enables businesses to be taxed uniformly. Cities have the option of establishing the rate (%) of tax applied to taxable income, and there are model and local options under the Model City Tax Code which cities may adopt. The City's base tax rate is currently 2.051% and there is an additional voter approved 2% BBB tax levied on the restaurant/bar and the hotel/motel classifications.

The City of Flagstaff is required to adopt all changes to the Model City Tax Code issued by the Municipal Tax Code Commission.

The attached ordinance contains the approved changes from the last Municipal Tax Code Commission meeting in October 2014. The changes fall into 3 broad categories:

- 1) Statutory changes passed by the state legislature during the last legislative session;
- 2) Municipal Tax Code Commission changes approved as part of the transaction privilege tax simplification effort;
- 3) Miscellaneous cleanup changes (grammar, spelling, numbering, verbiage, etc.).

The changes to the Model City Tax Code are noted in the proposed ordinance document. Below are the major changes that are included in this update.

•Transaction Privilege (Sales) Tax Licensing: Changes to Division 3-05-004 Licensing and Recordkeeping are part of a larger effort intended to help simplify tax collection, licensing and administration when the Arizona Department of Revenue starts collecting sales tax for all cities beginning January 1, 2016. Currently the cities are continuing to collect taxes pursuant to an intergovernmental agreement with the Department of Revenue. These changes make the licensing requirements uniform among cities. The changes mentioned below are not exhaustive, rather, they capture the main points of the changes.

- Requires annual renewal of a Transaction Privilege (Sales) Tax license and prohibits cities that did not have a renewal fee previously to impose one now. (The City of Flagstaff will not have renewal fee).
- Limits maximum license fee charge to \$50.
- Removes approval from other departments of the City and compliance to other City Code requirements as a condition to issue a sales tax license.
- Imposes uniform penalty for late payment of sales tax license fee and standardized waiver

RESOLUTION NO. 2015-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA. DECLARING THAT CERTAIN DOCUMENT KNOWN AS "THE 2015
CITY TAX CODE AMENDMENTS" AS A PUBLIC RECORD, AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

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

SECTION 1.

That certain document known as "The 2015 City Tax Code Amendments" attached hereto as Exhibit A is hereby declared to be a public record, and three (3) copies shall remain on file with the City Clerk.

SECTION 2.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A**2015 CITY TAX CODE AMENDMENTS**

The Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, Privilege and Excise Taxes, Division 3-05-003 Licensing and Recordkeeping, all Sections are hereby amended by repealing in their entirety, Sections 3-05-003-0300; 0305; 0310; 0315; 0320; 0330; 0350; 0360 and 0370 are repealed. In addition, all licensing and recordkeeping related Regulations in Division 3-05-007, Regulations-Privilege and Excise Taxes, Section 3-05-007-0001: Regs. 3-5-300.1; 300.2; 310.1; 310.2; 310.3; 350.1; 350.2; 350.3; 360.1; 360.2 are repealed in their entirety. The new licensing and recordkeeping requirements as amended in Model City Tax Code, Article III – Licensing and Recordkeeping are adopted. Also added language of Section 475 (A) of the Model City Tax Code in the City of Flagstaff, City Code Section 3-05-004-0475 (A), which was inadvertently omitted when adopting Ordinance 2013-02 (deletions shown as stricken, additions shown as capitalized text, existing omitted text shown as “***”):

Section 1: The following changes shall be effective from and after January 1, 2015:

**DIVISION 3-05-003
PRIVILEGE AND EXCISE TAXES**

The following Sections are repealed in their entirety:

~~3-05-003-0300 LICENSING REQUIREMENTS:~~

~~A.—The following persons shall make application to the Tax Collector for a privilege license, accompanied by a nonrefundable fee of forty six dollars (\$46.00), and no person shall engage or continue in business or engage in such activities until he shall have such a license:~~

~~1.—Every person desiring to engage or continue in business activities within the City upon which a privilege tax is imposed by this chapter.~~

~~2.—Every person, engaging or continuing in business within the City, storing or using tangible personal property in this City upon which a use tax is imposed by this chapter.~~

~~3.—Reserved.~~

~~B.—A person engaged in more than one (1) activity subject to City privilege and use taxes at any one (1) business location is not required to obtain a separate license for each activity; provided, that at the time such person makes application for a license, he shall list on such application each category of activity in which he is engaged. The licensee shall inform the Tax Collector of any changes in his business activities, location, or mailing address within thirty (30) days.~~

~~C.—Limitation: The issuance of a privilege license by the Tax Collector shall in no way be construed as permission to operate a business activity in violation of any other law or regulation to which such activity may be subject.~~

~~3-05-003-0305 SPECIAL LICENSING REQUIREMENTS:~~

~~A.—Partnerships: Application for a privilege license for a partnership engaging or continuing in business in the City shall provide, as a minimum, the names and addresses of all general~~

~~partners. Licenses issued to persons engaged in business as partners, limited or general, shall be in the name of the partnership.~~

~~B.—Corporations: Application for a privilege license for a corporation engaging or continuing in business in the City shall provide, as a minimum, the names and addresses of both the chief executive officer and chief financial officer of the corporation. Licenses issued to persons engaged in business as corporations shall be in the name of the corporation.~~

~~C.—Multiple Locations or Multiple Business Names: A person engaged in or conducting one or more businesses at two (2) or more locations or under two (2) or more business names shall procure a license for each such location or business name. A "location" is a place of a separate business establishment.~~

~~D.—Licenses Shall not be Issued Until all Legal Requirements are Met: It shall be a condition precedent to the issuance of a license that all statutes, ordinances, regulations, and other requirements affecting the public peace, health, and safety be complied with in total.~~

~~3-05-003-0310 LICENSING; DURATION OF LICENSE, TRANSFERABILITY, DISPLAY:~~

~~A.—Except as provided in Section [3-05-003-0320](#), the privilege license shall be valid until request for cancellation and/or surrender of the license by the licensee or expiration through cessation by the licensee of the business activity for which it was issued.~~

~~B.—The privilege license shall be nontransferable between owners or locations, and shall be on display to the public in the licensee's place of business.~~

~~C.—Any licensee who permits his license to expire through cancellation as provided in Section [3-05-003-0320](#), by his request for cancellation, by surrender of the license, or by the cessation of the business activity for which the license was issued, and who thereafter applies for license, shall be granted a new license as an original applicant and shall pay the current license fee. Any licensee who loses or misplaces his privilege license which is still in effect shall be charged the current license fee for each reissuance of a license.~~

~~D.—Reserved.~~

~~E.—Reserved.~~

~~F.—Reserved.~~

~~G.—Reserved.~~

~~H.—Reserved.~~

~~I.—Reserved.~~

~~J.—Reserved.~~

~~3-05-003-0315 RESERVED:~~

~~3-05-003-0320 LICENSING; CANCELLATION, REVOCATION:~~

~~A.—Cancellation: The Tax Collector shall be authorized to cancel the City privilege license of any licensee as "inactive" if the taxpayer, required to report monthly to the City, has neither filed any return nor remitted to the City any taxes imposed by this Chapter for a period of six (6) consecutive months; or, if required to report quarterly, has neither filed any return nor remitted any taxes imposed by this Chapter for two (2) consecutive quarters; or, if required to report~~

~~annually, has neither filed any return nor remitted any taxes imposed by this Chapter when such annual report and tax are due to be filed with and remitted to the Tax Collector.~~

~~B.— Revocation: If any licensee fails to pay any tax, interest, penalty, fee, or sum required to be paid to the City under this Chapter, or if such licensee fails to comply with any other provisions of this Chapter, the Tax Collector shall be authorized to revoke the City privilege license of said licensee.~~

~~C.— Notice and Hearing: The Tax Collector shall deliver notice to such licensee of cancellation or revocation of the privilege license. If within twenty (20) days the licensee so notified requests a hearing, he shall be granted a hearing before the Tax Collector.~~

~~D.— After cancellation or revocation of a taxpayer's license, the taxpayer shall not be relicensed until all reports have been filed; all fees, taxes, interest, and penalties due have been paid; and he is in compliance with the provisions of this Chapter.~~

~~3-05-003-0330 OPERATING WITHOUT A LICENSE:~~

~~It shall be unlawful for any person who is required by this Chapter to obtain a privilege license to engage in or continue in business within the City without a license. The Tax Collector shall assess any delinquencies in tax, interest, and penalties which may apply against such person upon any transactions subject to the taxes imposed by this Chapter.~~

~~3-05-003-0350 RECORDKEEPING REQUIREMENTS:~~

~~A.— It shall be the duty of every person subject to the tax imposed by this Chapter to keep and preserve suitable records and such other books and accounts as may be necessary to determine the amount of tax for which he is liable under this Chapter. The books and records must contain, at a minimum, such detail and summary information as may be required by regulation; or when records are maintained within an electronic data processing (EDP) system, the requirements established by the Arizona Department of Revenue for privilege tax filings will be accepted. It shall be the duty of every person to keep and preserve such books and records for a period equal to the applicable limitation period for assessment of tax, and all such books and records shall be open for inspection by the Tax Collector during any business day.~~

~~B.— The Tax Collector may direct, by letter, a specific taxpayer to keep specific other books, records, and documents. Such letter directive shall apply:~~

~~1.— Only for future reporting periods, and~~

~~2.— Only by express determination of the Tax Collector that such specific recordkeeping is necessary due to the inability of the City to conduct an adequate examination of the past activities of the taxpayer, which inability resulted from inaccurate or inadequate books, records, or documentation maintained by the taxpayer.~~

~~3-05-003-0360 RECORDKEEPING; CLAIM OF EXCLUSION, EXEMPTION, DEDUCTION, OR CREDIT, DOCUMENTATION, LIABILITY:~~

~~A.— All deductions, exclusions, exemptions, and credits provided in this Chapter are conditional upon adequate proof and documentation of such as may be required either by this Chapter or regulation.~~

~~B. Any person who claims and receives an exemption, deduction, exclusion, or credit to which he is to entitled under this Chapter, shall be subject to, liable for, and pay the tax on the transaction as if the vendor subject to the tax had passed the burden of the payment of the tax to the person wrongfully claiming the exemption. A person who wrongfully claimed such exemption shall be treated as if he is delinquent in the payment of the tax and shall be subject to interest and penalties upon such delinquency. However, if the tax is collected from the vendor on such transaction it shall not again be collected from the person claiming the exemption, or if collected from the person claiming the exemption it shall not also be collected from the vendor.~~

~~3-05-003-0370 INADEQUATE OR UNSUITABLE RECORDS:~~

~~In the event the records provided by the taxpayer are considered by the Tax Collector to be inadequate or unsuitable to determine the amount of the tax for which such taxpayer is liable under the provisions of this Chapter, it is the responsibility of the taxpayer either:~~

- ~~A. To provide such other records required by this Chapter or regulation; or
B. To correct or to reconstruct his records, to the satisfaction of the Tax Collector.~~

3-05-003-0300 LICENSING REQUIREMENTS:

- (A) THE FOLLOWING PERSONS SHALL MAKE APPLICATION TO THE TAX COLLECTOR FOR A TRANSACTION PRIVILEGE AND USE TAX LICENSE AND NO PERSON SHALL ENGAGE OR CONTINUE IN BUSINESS OR ENGAGE IN SUCH ACTIVITIES UNTIL HE SHALL HAVE SUCH A LICENSE:
- (1) EVERY PERSON ENGAGING OR CONTINUING IN BUSINESS ACTIVITIES WITHIN THE CITY OR TOWN UPON WHICH A TRANSACTION PRIVILEGE TAX IS IMPOSED BY THIS CHAPTER.
 - (2) EVERY PERSON ENGAGING OR CONTINUING IN BUSINESS WITHIN THE CITY OR TOWN AND STORING OR USING TANGIBLE PERSONAL PROPERTY IN THIS MUNICIPALITY UPON WHICH A USE TAX IS IMPOSED BY THIS CHAPTER.
 - (3) (RESERVED)
- (B) FOR THE PURPOSE OF DETERMINING WHETHER A TRANSACTION PRIVILEGE AND USE TAX LICENSE IS REQUIRED, A PERSON SHALL BE DEEMED TO BE "ENGAGING OR CONTINUING IN BUSINESS" WITHIN THE CITY OR TOWN IF:
- (1) ENGAGING IN ANY ACTIVITY AS A PRINCIPAL OR BROKER, THE GROSS RECEIPTS OF WHICH MAY BE SUBJECT TO TRANSACTION PRIVILEGE TAX UNDER DIVISION 3-05-004 OF THIS CHAPTER, OR
 - (2) MAINTAINING WITHIN THE CITY OR TOWN DIRECTLY, OR IF A CORPORATION BY A SUBSIDIARY, AN OFFICE, DISTRIBUTION HOUSE, SALES HOUSE, WAREHOUSE OR OTHER PLACE OF BUSINESS; MAINTAINING WITHIN THE CITY OR TOWN DIRECTLY, OR IF A CORPORATION BY A SUBSIDIARY, ANY REAL OR TANGIBLE PERSONAL PROPERTY; OR HAVING ANY AGENT OR OTHER REPRESENTATIVE OPERATING WITHIN THE CITY OR TOWN UNDER THE AUTHORITY OF SUCH PERSON, OR IF A CORPORATION BY A SUBSIDIARY, IRRESPECTIVE OF WHETHER SUCH PLACE OF BUSINESS, PROPERTY,

- OR AGENT OR OTHER REPRESENTATIVE IS LOCATED HERE PERMANENTLY OR TEMPORARILY, OR
- (3) SOLICITING SALES, ORDERS, CONTRACTS, LEASES, AND OTHER SIMILAR FORMS OF BUSINESS RELATIONSHIPS, WITHIN THE CITY OR TOWN FROM CUSTOMERS, CONSUMERS, OR USERS LOCATED WITHIN THE CITY OR TOWN, BY MEANS OF SALESMEN, SOLICITORS, AGENTS, REPRESENTATIVES, BROKERS, AND OTHER SIMILAR AGENTS OR BY MEANS OF CATALOGS OR OTHER ADVERTISING, WHETHER SUCH ORDERS ARE RECEIVED OR ACCEPTED WITHIN OR WITHOUT THIS CITY OR TOWN.
 - (4) A PERSON SHALL ALSO BE DEEMED TO BE "ENGAGING OR CONTINUING IN BUSINESS" IF ENGAGING IN ANY ACTIVITY SUBJECT TO USE TAX UNDER DIVISION 3-05-006 OF THIS CHAPTER FOR BUSINESS PURPOSES. INDIVIDUALS WHO ACQUIRE ITEMS SUBJECT TO USE TAX FOR THEIR OWN PERSONAL USE OR THEIR FAMILY'S PERSONAL USE ARE NOT REQUIRED TO OBTAIN A LICENSE.
 - (5) (RESERVED)
- (C) A PERSON ENGAGING IN MORE THAN ONE ACTIVITY SUBJECT TO TRANSACTION PRIVILEGE TAX AT ANY ONE BUSINESS LOCATION IS NOT REQUIRED TO OBTAIN A SEPARATE LICENSE FOR EACH ACTIVITY, PROVIDED THAT, AT THE TIME SUCH PERSON MAKES APPLICATION FOR A LICENSE, HE SHALL LIST ON SUCH APPLICATION EACH CATEGORY OF ACTIVITY IN WHICH HE IS ENGAGED.
- (D) THE LICENSEE SHALL INFORM THE TAX COLLECTOR OF ANY CHANGES IN HIS BUSINESS ACTIVITIES, LOCATION, OR MAILING ADDRESS WITHIN THIRTY (30) DAYS.
- (E) LIMITATION. THE ISSUANCE OF A TRANSACTION PRIVILEGE AND USE TAX LICENSE BY THE TAX COLLECTOR SHALL IN NO WAY BE CONSTRUED AS PERMISSION TO OPERATE A BUSINESS ACTIVITY IN VIOLATION OF ANY OTHER LAW OR REGULATION TO WHICH SUCH ACTIVITY MAY BE SUBJECT.
- (F) CASUAL ACTIVITY. FOR THE PURPOSES OF THIS CHAPTER, INDIVIDUALS ENGAGING IN A "CASUAL ACTIVITY OR SALE" ARE NOT SUBJECT TO THE LICENSE REQUIREMENTS IMPOSED UNDER THIS DIVISION PROVIDED THAT THEY ARE ONLY ENGAGED IN PRIVATE SALES ACTIVITIES, SUCH AS THE SALE OF A PERSONAL AUTOMOBILE OR GARAGE SALE, ON NO MORE THAN THREE SEPARATE OCCASIONS DURING ANY CALENDAR YEAR.

3-05-003-0310 LICENSING: SPECIAL REQUIREMENTS:

- (A) PARTNERSHIPS. APPLICATION FOR A TRANSACTION PRIVILEGE AND USE TAX LICENSE FOR A PARTNERSHIP ENGAGING OR CONTINUING IN BUSINESS SHALL PROVIDE, AS A MINIMUM, THE NAMES AND ADDRESSES OF ALL GENERAL PARTNERS. LICENSES ISSUED TO PERSONS ENGAGING IN BUSINESS AS PARTNERS, LIMITED OR GENERAL, SHALL BE IN THE NAME OF THE PARTNERSHIP.

- (B) LIMITED LIABILITY COMPANIES. APPLICATION FOR A TRANSACTION PRIVILEGE AND USE TAX LICENSE FOR A LIMITED LIABILITY COMPANY (LLC) ENGAGING OR CONTINUING IN BUSINESS SHALL PROVIDE, AS A MINIMUM, THE NAMES AND ADDRESSES OF ALL MEMBERS AND THE MANAGER. LICENSES ISSUED TO PERSONS ENGAGING IN BUSINESS AS LIMITED LIABILITY COMPANIES, SHALL BE IN THE NAME OF THE LLC.
- (C) CORPORATIONS. APPLICATION FOR A TRANSACTION PRIVILEGE AND USE TAX LICENSE FOR A CORPORATION ENGAGING OR CONTINUING IN BUSINESS SHALL PROVIDE, AS A MINIMUM, THE NAMES AND ADDRESSES OF BOTH THE CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER OF THE CORPORATION. LICENSES ISSUED TO PERSONS ENGAGING IN BUSINESS AS CORPORATIONS SHALL BE IN THE NAME OF THE CORPORATION.
- (D) MULTIPLE LOCATIONS OR MULTIPLE BUSINESS NAMES. A PERSON ENGAGING OR CONTINUING IN ONE OR MORE BUSINESSES AT TWO (2) OR MORE LOCATIONS OR UNDER TWO (2) OR MORE BUSINESS NAMES SHALL PROCURE A LICENSE FOR EACH SUCH LOCATION OR BUSINESS NAME. A "LOCATION" IS A PLACE OF A SEPARATE BUSINESS ESTABLISHMENT.
- (E) REAL PROPERTY RENTAL, LEASING, AND LICENSING FOR USE. IN ALL CASES THE TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE ISSUED ONLY TO THE OWNER OF THE REAL PROPERTY REGARDLESS OF THE OWNER ENGAGING A PROPERTY MANAGER OR OTHER BROKER TO OVERSEE THE OWNER'S BUSINESS ACTIVITY INCLUDING FILING TAX RETURNS ON BEHALF OF THE OWNER. EACH RENTAL PROPERTY THAT CAN BE INDEPENDENTLY SOLD OR TRANSFERRED IS DEEMED TO BE A SEPARATE BUSINESS ESTABLISHMENT. EACH PLATTED PARCEL OF REAL PROPERTY SUBJECT TO THE TAX IMPOSED BY THIS CHAPTER IS DEEMED TO BE A SEPARATE BUSINESS ESTABLISHMENT AND REQUIRES A SEPARATE LICENSE, REGARDLESS OF THE NUMBER OF RENTAL UNITS LOCATED ON THAT PLATTED PARCEL. IF ONE STRUCTURE IS LOCATED ON MULTIPLE PARCELS IN A MANNER SUCH THAT OWNERSHIP OF AN INDIVIDUAL PARCEL CANNOT BE SOLD OR TRANSFERRED WITHOUT REQUIRING ALTERATION TO DIVIDE THE STRUCTURE, ONE LICENSE SHALL BE REQUIRED FOR ALL AFFECTED PARCELS.

3-05-003-0320 LICENSE FEES; ANNUAL RENEWAL; RENEWAL FEES:

- (A) THE TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE VALID UPON RECEIPT OF A NON-REFUNDABLE LICENSE FEE OF FORTY-SIX DOLLARS (\$46.00), EXCEPT FOR A LICENSE TO ENGAGE IN THE BUSINESS ACTIVITY OF RESIDENTIAL OR COMMERCIAL REAL PROPERTY RENTAL, LEASING, AND LICENSING FOR USE AS SEPARATELY IDENTIFIED IN THIS SECTION. THE TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE VALID ONLY FOR THE CALENDAR YEAR IN WHICH IT IS ISSUED UNLESS RENEWED EACH YEAR BY FILING THE APPROPRIATE APPLICATION FOR LICENSE RENEWAL AND PAYING AN ANNUAL LICENSE RENEWAL FEE OF ZERO DOLLARS (\$0.00) FOR EACH LICENSE, SUBJECT TO THE LIMITATIONS IN A.R.S. 42-5005. SUCH ANNUAL RENEWAL FEE SHALL BE DUE AND PAYABLE ON JANUARY 1 OF EACH YEAR AND SHALL BE CONSIDERED DELINQUENT IF NOT PAID AND RECEIVED ON OR BEFORE THE LAST BUSINESS DAY OF JANUARY.

- (B) THE TRANSACTION PRIVILEGE AND USE TAX LICENSE TO ENGAGE IN THE BUSINESS ACTIVITY OF RESIDENTIAL REAL PROPERTY RENTAL, LEASING, AND LICENSING FOR USE SHALL BE VALID ONLY UPON RECEIPT OF A NON-REFUNDABLE LICENSE FEE OF ZERO DOLLARS (\$0.00). THE TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE VALID ONLY FOR THE CALENDAR YEAR IN WHICH IT IS ISSUED UNLESS RENEWED EACH YEAR BY FILING THE APPROPRIATE APPLICATION FOR LICENSE RENEWAL AND PAYING AN ANNUAL LICENSE RENEWAL FEE OF ZERO DOLLARS (\$0.00) FOR EACH LICENSE, SUBJECT TO THE LIMITATIONS IN A.R.S. 42-5005. SUCH FEE SHALL BE DUE AND PAYABLE ON JANUARY 1 OF EACH YEAR AND SHALL BE CONSIDERED DELINQUENT IF NOT PAID AND RECEIVED ON OR BEFORE THE LAST BUSINESS DAY OF JANUARY.
- (C) THE TRANSACTION PRIVILEGE AND USE TAX LICENSE TO ENGAGE IN THE BUSINESS ACTIVITY OF COMMERCIAL REAL PROPERTY RENTAL, LEASING, AND LICENSING FOR USE SHALL BE VALID ONLY UPON RECEIPT OF A NON-REFUNDABLE LICENSE FEE OF FORTY-SIX DOLLARS (\$46.00). THE TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE VALID ONLY FOR THE CALENDAR YEAR IN WHICH IT IS ISSUED UNLESS RENEWED EACH YEAR BY FILING THE APPROPRIATE APPLICATION FOR LICENSE RENEWAL AND PAYING AN ANNUAL LICENSE RENEWAL FEE OF ZERO DOLLARS (\$0.00) FOR EACH LICENSE, SUBJECT TO THE LIMITATIONS IN A.R.S. 42-5005. SUCH FEE SHALL BE DUE AND PAYABLE ON JANUARY 1 OF EACH YEAR AND SHALL BE CONSIDERED DELINQUENT IF NOT PAID AND RECEIVED ON OR BEFORE THE LAST BUSINESS DAY OF JANUARY.

3-05-003-0330. LICENSING; DURATION; TRANSFERABILITY; DISPLAY; PENALTIES; PENALTY WAIVER; RELICENSING; FEES COLLECTIBLE AS IF TAXES.

- (A) THE TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE VALID ONLY FOR THE CALENDAR YEAR IN WHICH IT IS ISSUED UNLESS RENEWED EACH YEAR BY FILING THE APPROPRIATE APPLICATION FOR LICENSE RENEWAL AND PAYING THE APPLICABLE LICENSE RENEWAL FEE FOR EACH LICENSE, SUBJECT TO THE LIMITATIONS IN A.R.S. 42-5005. SUCH FEE SHALL BE DUE AND PAYABLE ON JANUARY 1 OF EACH YEAR AND SHALL BE CONSIDERED DELINQUENT IF NOT PAID AND RECEIVED ON OR BEFORE THE LAST BUSINESS DAY OF JANUARY. APPLICATION AND PAYMENT OF THE ANNUAL FEE MUST BE RECEIVED IN THE TAX COLLECTOR'S OFFICE TO BE DEEMED PAID AND RECEIVED.
- (B) THE TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE NONTRANSFERABLE BETWEEN OWNERS OR LOCATIONS, AND SHALL BE ON DISPLAY TO THE PUBLIC IN THE LICENSEE'S PLACE OF BUSINESS.
- (C) ANY PERSON REQUIRED TO BE LICENSED UNDER THIS CHAPTER WHO FAILS TO OBTAIN A LICENSE ON OR BEFORE CONDUCTING ANY BUSINESS ACTIVITY REQUIRING SUCH LICENSE SHALL BE SUBJECT TO THE LICENSE FEES DUE FOR EACH YEAR IN BUSINESS PLUS A PENALTY IN THE AMOUNT OF FIFTY PERCENT (50%) OF THE APPLICABLE FEE FOR EACH PERIOD OF TIME FOR WHICH SUCH FEE WOULD HAVE BEEN IMPOSED, FROM AND AFTER THE DATE

ON WHICH SUCH ACTIVITY COMMENCED UNTIL PAID. THIS PENALTY SHALL BE IN ADDITION TO ANY OTHER PENALTY IMPOSED UNDER THIS CHAPTER AND MUST BE PAID PRIOR TO THE ISSUANCE OF ANY LICENSE. LICENSE FEE PENALTIES MAY BE WAIVED BY THE TAX COLLECTOR SUBJECT TO THE SAME TERMS AS THE WAIVER OF TAX PENALTIES AS PROVIDED FOR IN SECTION 3-05-005-0540.

- (D) ANY LICENSEE WHO FAILS TO RENEW HIS LICENSE ON OR BEFORE THE DUE DATE SHALL BE DEEMED TO BE OPERATING WITHOUT A LICENSE FOLLOWING SUCH DUE DATE, AND SHALL BE SUBJECT TO ALL PENALTIES IMPOSED UNDER THIS CHAPTER AGAINST PERSONS REQUIRED TO BE LICENSED AND OPERATING WITHOUT A LICENSE. THE NON-LICENSED STATUS MAY BE REMOVED BY PAYMENT OF THE ANNUAL LICENSE FEE FOR EACH YEAR OR PORTION OF A YEAR HE OPERATED WITHOUT A LICENSE, PLUS A LICENSE FEE PENALTY OF 50% OF THE LICENSE FEE DUE FOR EACH YEAR. LICENSE FEE PENALTIES MAY BE WAIVED BY THE TAX COLLECTOR SUBJECT TO THE SAME TERMS AS THE WAIVER OF TAX PENALTIES AS PROVIDED FOR IN SECTION 3-05-003-0540.
- (E) ANY LICENSEE WHO PERMITS HIS LICENSE TO EXPIRE THROUGH CANCELLATION AS PROVIDED IN SECTION 3-05-003-0340, BY HIS REQUEST FOR CANCELLATION, BY SURRENDER OF THE LICENSE, OR BY THE CESSATION OF THE BUSINESS ACTIVITY FOR WHICH THE LICENSE WAS ISSUED, AND WHO THEREAFTER APPLIES FOR A LICENSE, SHALL BE GRANTED A NEW LICENSE AS A NEW APPLICANT AND SHALL PAY THE CURRENT LICENSE FEE IMPOSED UNDER SECTION 3-05-0320.
- (F) ANY LICENSEE WHO NEEDS A COPY OF HIS TRANSACTION PRIVILEGE AND USE TAX LICENSE WHICH IS STILL IN EFFECT SHALL BE CHARGED THE CURRENT LICENSE FEE FOR EACH REISSUANCE OF A LICENSE.
- (G) ANY PERSON CONDUCTING A BUSINESS ACTIVITY SUBJECT TO LICENSING WITHOUT OBTAINING A TRANSACTION PRIVILEGE AND USE TAX LICENSE SHALL BE LIABLE TO THE CITY FOR ALL APPLICABLE FEES AND PENALTIES AND SHALL BE SUBJECT TO THE PROVISIONS OF SECTIONS 3-05-005-0580 AND 3-05-005-0590, TO THE SAME EXTENT AS IF SUCH FEES AND PENALTIES WERE TAXES AND PENALTIES UNDER SUCH SECTIONS.

3-05-003-0340. LICENSING: CANCELLATION; REVOCATION.

- (A) CANCELLATION. THE TAX COLLECTOR MAY CANCEL THE TRANSACTION PRIVILEGE AND USE TAX LICENSE OF ANY LICENSEE AS "INACTIVE" IF THE TAXPAYER, REQUIRED TO REPORT MONTHLY, HAS NEITHER FILED ANY RETURN NOR REMITTED ANY TAXES IMPOSED BY THIS CHAPTER FOR A PERIOD OF SIX (6) CONSECUTIVE MONTHS; OR, IF REQUIRED TO REPORT QUARTERLY, HAS NEITHER FILED ANY RETURN NOR REMITTED ANY TAXES IMPOSED BY THIS CHAPTER FOR TWO (2) CONSECUTIVE QUARTERS; OR, IF REQUIRED TO REPORT ANNUALLY, HAS NEITHER FILED ANY RETURN NOR REMITTED ANY TAXES IMPOSED BY THIS CHAPTER WHEN SUCH ANNUAL REPORT AND TAX ARE DUE TO BE FILED WITH AND REMITTED TO THE TAX COLLECTOR.

- (B) REVOCAION. IF ANY LICENSEE FAILS TO PAY ANY TAX, INTEREST, PENALTY, FEE, OR SUM REQUIRED TO BE PAID UNDER THIS CHAPTER, OR IF SUCH LICENSEE FAILS TO COMPLY WITH ANY OTHER PROVISIONS OF THIS CHAPTER, THE TAX COLLECTOR MAY REVOKE THE TRANSACTION PRIVILEGE AND USE TAX LICENSE OF SAID LICENSEE.
- (C) NOTICE AND HEARING. THE TAX COLLECTOR SHALL DELIVER NOTICE TO SUCH LICENSEE OF CANCELLATION OR REVOCAION OF THE TRANSACTION PRIVILEGE AND USE TAX LICENSE. IF THE LICENSEE REQUESTS A HEARING WITHIN TWENTY (20) DAYS OF RECEIPT OF SUCH NOTICE, HE SHALL BE GRANTED A HEARING BEFORE THE TAX COLLECTOR.
- (D) AFTER CANCELLATION OR REVOCAION OF A TAXPAYER'S LICENSE, THE TAXPAYER SHALL NOT BE ISSUED A NEW LICENSE UNTIL ALL REPORTS HAVE BEEN FILED; ALL FEES, TAXES, INTEREST, AND PENALTIES DUE HAVE BEEN PAID; AND HE IS IN COMPLIANCE WITH ALL PROVISIONS OF THIS CHAPTER.

3-05-003-0350. OPERATING WITHOUT A LICENSE.

IT SHALL BE UNLAWFUL FOR ANY PERSON WHO IS REQUIRED BY THIS CHAPTER TO OBTAIN A TRANSACTION PRIVILEGE AND USE TAX LICENSE TO ENGAGE IN OR CONTINUE IN BUSINESS WITHOUT A LICENSE. THE TAX COLLECTOR SHALL ASSESS ANY DELINQUENCIES IN TAX, INTEREST, AND PENALTIES WHICH MAY APPLY AGAINST SUCH PERSON UPON ANY TRANSACTIONS SUBJECT TO THE TAXES IMPOSED BY THIS CHAPTER.

3-05-003-0360. RECORDKEEPING REQUIREMENTS.

- (A) IT SHALL BE THE DUTY OF EVERY PERSON SUBJECT TO THE TAX IMPOSED BY THIS CHAPTER TO KEEP AND PRESERVE SUITABLE RECORDS AND SUCH OTHER BOOKS AND ACCOUNTS AS MAY BE NECESSARY TO DETERMINE THE AMOUNT OF TAX FOR WHICH HE IS LIABLE UNDER THIS CHAPTER. THE BOOKS AND RECORDS MUST CONTAIN, AT A MINIMUM, SUCH DETAIL AND SUMMARY INFORMATION AS MAY BE REQUIRED BY THIS DIVISION; OR WHEN RECORDS ARE MAINTAINED WITHIN AN ELECTRONIC DATA PROCESSING (EDP) SYSTEM, THE REQUIREMENTS ESTABLISHED BY THE ARIZONA DEPARTMENT OF REVENUE FOR PRIVILEGE TAX FILINGS WILL BE ACCEPTED. IT SHALL BE THE DUTY OF EVERY PERSON TO KEEP AND PRESERVE SUCH BOOKS AND RECORDS FOR A PERIOD EQUAL TO THE APPLICABLE LIMITATION PERIOD FOR ASSESSMENT OF TAX, AND ALL SUCH BOOKS AND RECORDS SHALL BE OPEN FOR INSPECTION BY THE TAX COLLECTOR DURING ANY BUSINESS DAY.
- (B) THE TAX COLLECTOR MAY DIRECT, BY LETTER, A SPECIFIC TAXPAYER TO KEEP SPECIFIC OTHER BOOKS, RECORDS, AND DOCUMENTS. SUCH LETTER DIRECTIVE SHALL APPLY:
 - (1) ONLY FOR FUTURE REPORTING PERIODS, AND
 - (2) ONLY BY EXPRESS DETERMINATION OF THE TAX COLLECTOR THAT SUCH SPECIFIC RECORDKEEPING IS NECESSARY DUE TO THE INABILITY OF THE TAXING JURISDICTION TO CONDUCT AN ADEQUATE EXAMINATION OF THE PAST ACTIVITIES OF THE TAXPAYER, WHICH

INABILITY RESULTED FROM INACCURATE OR INADEQUATE BOOKS, RECORDS, OR DOCUMENTATION MAINTAINED BY THE TAXPAYER.

3-05-003-0362. RECORDKEEPING: INCOME.

THE MINIMUM RECORDS REQUIRED FOR PERSONS HAVING GROSS INCOME SUBJECT TO, OR EXEMPT OR EXCLUDED FROM, TAX BY THIS CHAPTER MUST SHOW:

- (A) THE GROSS INCOME OF THE TAXPAYER ATTRIBUTABLE TO ANY ACTIVITY OCCURRING IN WHOLE OR IN PART IN THE CITY.
- (B) THE GROSS INCOME TAXABLE UNDER THIS CHAPTER, DIVIDED INTO CATEGORIES AS STATED IN THE OFFICIAL CITY TAX RETURN.
- (C) THE GROSS INCOME SUBJECT TO ARIZONA TRANSACTION PRIVILEGE TAXES, DIVIDED INTO CATEGORIES AS STATED IN THE OFFICIAL STATE TAX RETURN.
- (D) THE GROSS INCOME CLAIMED TO BE EXEMPT, AND WITH RESPECT TO EACH ACTIVITY OR TRANSACTION SO CLAIMED:
 - (1) IF THE TRANSACTION IS CLAIMED TO BE EXEMPT AS A SALE FOR RESALE OR AS A SALE, RENTAL, LEASE, OR LICENSE FOR USE OF RENTAL EQUIPMENT:
 - (A) THE CITY PRIVILEGE LICENSE NUMBER AND STATE TRANSACTION PRIVILEGE TAX LICENSE NUMBER OF THE CUSTOMER (OR THE EQUIVALENT CITY, IF APPLICABLE, AND STATE TAX NUMBERS OF THE CITY AND STATE WHERE THE CUSTOMER RESIDES), AND
 - (B) THE NAME, BUSINESS ADDRESS, AND BUSINESS ACTIVITY OF THE CUSTOMER, AND
 - (C) EVIDENCE SUFFICIENT TO PERSUADE A REASONABLY PRUDENT BUSINESSMAN THAT THE TRANSACTION IS BELIEVED TO BE IN GOOD FAITH A PURCHASE FOR RESALE, OR A PURCHASE, RENTAL, LEASE, OR LICENSE FOR USE OF RENTAL EQUIPMENT, BY THE VENDEE IN THE ORDINARY AND REGULAR COURSE OF HIS BUSINESS ACTIVITY, AS PROVIDED BY REGULATION.
 - (2) IF THE TRANSACTION IS CLAIMED TO BE EXEMPT FOR ANY OTHER REASON:
 - (A) THE NAME, BUSINESS ADDRESS, AND BUSINESS ACTIVITY OF THE CUSTOMER, AND
 - (B) EVIDENCE WHICH WOULD ESTABLISH THE APPLICABILITY OF THE EXEMPTION TO A REASONABLY PRUDENT BUSINESSMAN ACTING IN GOOD FAITH. ORDINARY BUSINESS DOCUMENTATION WHICH WOULD REASONABLY INDICATE THE APPLICABILITY OF AN EXEMPTION SHALL BE SUFFICIENT TO RELIEVE THE PERSON ON WHOM THE TAX WOULD OTHERWISE BE IMPOSED FROM LIABILITY

THEREIN, IF HE ACTS IN GOOD FAITH AS PROVIDED BY REGULATION.

- (E) WITH RESPECT TO THOSE ALLOWED DEDUCTIONS OR EXCLUSIONS FOR TAX COLLECTED OR CHARGES FOR DELIVERY OR OTHER DIRECT CUSTOMER SERVICES, WHERE APPLICABLE, EVIDENCE THAT THE DEDUCTIBLE INCOME HAS BEEN SEPARATELY STATED AND SHOWN ON THE RECORDS OF THE TAXPAYER AND ON INVOICES OR RECEIPTS PROVIDED TO THE CUSTOMER. ALL OTHER DEDUCTIONS, EXEMPTIONS, AND EXCLUSIONS SHALL BE SEPARATELY SHOWN AND SUBSTANTIATED.
- (F) WITH RESPECT TO SPECIAL CLASSES AND ACTIVITIES, SUCH OTHER BOOKS, RECORDS, AND DOCUMENTATION AS THE TAX COLLECTOR, BY REGULATION, SHALL DEEM NECESSARY FOR SPECIFIC CLASSES OF TAXPAYER BY REASON OF THE SPECIALIZED BUSINESS ACTIVITY OF ANY SUCH CLASS.
- (G) IN ALL CASES, THE BOOKS AND RECORDS OF THE TAXPAYER SHALL INDICATE BOTH INDIVIDUAL TRANSACTION AMOUNTS AND TOTALS FOR EACH REPORTING PERIOD FOR EACH CATEGORY OF TAXABLE, EXEMPT, AND EXCLUDED INCOME DEFINED BY THIS CHAPTER.

3-05-03-0364. RECORDKEEPING: EXPENDITURES.

THE MINIMUM RECORDS REQUIRED FOR PERSONS HAVING EXPENDITURES, COSTS, PURCHASES AND RENTAL OR LEASE OR LICENSE EXPENSES SUBJECT TO, OR EXEMPT OR EXCLUDED FROM, TAX BY THIS CHAPTER ARE:

- (A) THE TOTAL PRICE OF ALL GOODS ACQUIRED FOR USE OR STORAGE IN THE CITY.
- (B) THE DATE OF ACQUISITION AND THE NAME AND BUSINESS ADDRESS OF THE SELLER OR LESSOR OF ALL GOODS ACQUIRED FOR USE OR STORAGE IN THE CITY.
- (C) DOCUMENTATION OF TAXES, FREIGHT, AND DIRECT CUSTOMER SERVICE LABOR SEPARATELY CHARGED AND PAID FOR EACH PURCHASE, RENTAL, LEASE, OR LICENSE.
- (D) THE GROSS PRICE OF EACH ACQUISITION CLAIMED AS EXEMPT FROM TAX, AND WITH RESPECT TO EACH TRANSACTION SO CLAIMED, SUFFICIENT EVIDENCE TO SATISFY THE TAX COLLECTOR THAT THE EXEMPTION CLAIMED IS APPLICABLE.
- (E) AS APPLICABLE TO EACH TAXPAYER, DOCUMENTATION SUFFICIENT TO THE TAX COLLECTOR, SO THAT HE MAY ASCERTAIN:
 - (1) ALL CONSTRUCTION EXPENDITURES AND ALL PRIVILEGE AND USE TAXES CLAIMED PAID, RELATING TO OWNER-BUILDERS AND SPECULATIVE BUILDERS.
 - (2) DISBURSEMENT OF COLLECTED GRATUITIES AND RELATED PAYROLL INFORMATION REQUIRED OF RESTAURANTS.

- (3) (RESERVED)
 - (A) RESERVED
 - (B) RESERVED
 - (4) THE VALIDITY OF ANY CLAIMS OF PROOF OF EXEMPTION.
 - (5) A CLAIMED ALTERNATIVE PRIOR VALUE FOR RECONSTRUCTION.
 - (6) ALL CLAIMED EXEMPTIONS TO THE USE TAX IMPOSED BY DIVISION 3-05-006 OF THIS CHAPTER.
 - (7) COSTS USED TO COMPUTE THE "COMPUTED CHARGE" CLAIMED FOR RETAIL SERVICE AND REPAIR.
 - (8) PAYMENTS OF TAX TO THE ARIZONA DEPARTMENT OF TRANSPORTATION AND COMPUTATIONS THEREFOR, WHEN A MOTOR-VEHICLE TRANSPORTER CLAIMS SUCH THE EXEMPTION.
 - (9) (RESERVED)
- (F) ANY ADDITIONAL DOCUMENTATION AS THE TAX COLLECTOR, BY REGULATION, SHALL DEEM NECESSARY FOR ANY SPECIFIC CLASS OF TAXPAYER BY REASON OF THE SPECIALIZED BUSINESS ACTIVITY OF SPECIFIC EXEMPTIONS AFFORDED TO THAT CLASS OF TAXPAYER.
- (G) IN ALL CASES, THE BOOKS AND RECORDS OF THE TAXPAYER SHALL INDICATE BOTH INDIVIDUAL TRANSACTION AMOUNTS AND TOTALS FOR EACH REPORTING PERIOD FOR EACH CATEGORY OF TAXABLE, EXEMPT, AND EXCLUDED EXPENDITURES AS DEFINED BY THIS CHAPTER.

3-05-003-0366. RECORDKEEPING: OUT-OF-CITY AND OUT-OF-STATE SALES.

- (A) OUT-OF-CITY SALES. ANY PERSON ENGAGING OR CONTINUING IN A BUSINESS WHO CLAIMS OUT-OF-CITY SALES SHALL MAINTAIN AND KEEP ACCOUNTING RECORDS OR BOOKS INDICATING SEPARATELY THE GROSS INCOME FROM THE SALES OF TANGIBLE PERSONAL PROPERTY FROM SUCH OUT-OF-CITY BRANCHES OR LOCATIONS.
- (B) OUT-OF-STATE SALES. PERSONS ENGAGED IN A BUSINESS CLAIMING OUT-OF-STATE SALES SHALL MAINTAIN ACCOUNTING RECORDS OR BOOKS INDICATING FOR EACH OUT-OF-STATE SALE THE FOLLOWING DOCUMENTATION:
- (1) DOCUMENTATION OF LOCATION OF THE BUYER AT THE TIME OF ORDER PLACEMENT; AND
 - (2) SHIPPING, DELIVERY, OR FREIGHT DOCUMENTS SHOWING WHERE THE BUYER TOOK DELIVERY; AND
 - (3) DOCUMENTATION OF INTENDED LOCATION OF USE OR STORAGE OF THE TANGIBLE PERSONAL PROPERTY SOLD TO SUCH BUYER.

3-05-003-0370. RECORDKEEPING: CLAIM OF EXCLUSION, EXEMPTION, DEDUCTION, OR CREDIT; DOCUMENTATION; LIABILITY.

- (A) ALL DEDUCTIONS, EXCLUSIONS, EXEMPTIONS, AND CREDITS PROVIDED IN THIS CHAPTER ARE CONDITIONAL UPON ADEQUATE PROOF AND DOCUMENTATION OF SUCH AS MAY BE REQUIRED EITHER BY THIS CHAPTER OR REGULATION.

- (B) ANY PERSON WHO CLAIMS AND RECEIVES AN EXEMPTION, DEDUCTION, EXCLUSION, OR CREDIT TO WHICH HE IS NOT ENTITLED UNDER THIS CHAPTER, SHALL BE SUBJECT TO, LIABLE FOR, AND PAY THE TAX ON THE TRANSACTION AS IF THE VENDOR SUBJECT TO THE TAX HAD PASSED THE BURDEN OF THE PAYMENT OF THE TAX TO THE PERSON WRONGFULLY CLAIMING THE EXEMPTION. A PERSON WHO WRONGFULLY CLAIMED SUCH EXEMPTION SHALL BE TREATED AS IF HE IS DELINQUENT IN THE PAYMENT OF THE TAX AND SHALL BE SUBJECT TO INTEREST AND PENALTIES UPON SUCH DELINQUENCY. HOWEVER, IF THE TAX IS COLLECTED FROM THE VENDOR ON SUCH TRANSACTION IT SHALL NOT AGAIN BE COLLECTED FROM THE PERSON CLAIMING THE EXEMPTION, OR IF COLLECTED FROM THE PERSON CLAIMING THE EXEMPTION IT SHALL NOT ALSO BE COLLECTED FROM THE VENDOR.

3-05-003-0372. PROOF OF EXEMPTION: SALE FOR RESALE; SALE, RENTAL, LEASE, OR LICENSE OF RENTAL EQUIPMENT.

A CLAIM OF PURCHASE FOR RESALE OR OF PURCHASE, RENTAL, LEASE, OR LICENSE FOR RENT, LEASE, OR LICENSE IS VALID ONLY IF THE EVIDENCE IS SUFFICIENT TO PERSUADE A REASONABLY PRUDENT BUSINESSMAN THAT THE PARTICULAR ITEM IS BEING ACQUIRED FOR RESALE OR FOR RENTAL, LEASE, OR LICENSE IN THE ORDINARY COURSE OF BUSINESS. THE FACT THAT THE ACQUIRING PERSON POSSESSES A PRIVILEGE LICENSE NUMBER, AND MAKES A VERBAL CLAIM OF "SALE FOR RESALE OR LEASE" OR "LEASE FOR RE-LEASE" DOES NOT MEET THIS BURDEN AND IS INSUFFICIENT TO JUSTIFY AN EXEMPTION. THE "REASONABLE EVIDENCE" MUST BE EVIDENCE WHICH EXISTS OBJECTIVELY, AND NOT MERELY IN THE MIND OF THE VENDOR, THAT THE PROPERTY BEING ACQUIRED IS NORMALLY SOLD, RENTED, LEASED, OR LICENSED BY THE ACQUIRING PERSON IN THE ORDINARY COURSE OF BUSINESS. FAILURE TO OBTAIN SUCH REASONABLE EVIDENCE AT THE TIME OF THE TRANSACTION WILL BE A BASIS FOR DISALLOWANCE OF ANY CLAIMED DEDUCTION ON RETURNS FILED FOR SUCH TRANSACTIONS.

3-05-003-0380. INADEQUATE OR UNSUITABLE RECORDS.

IN THE EVENT THE RECORDS PROVIDED BY THE TAXPAYER ARE CONSIDERED BY THE TAX COLLECTOR TO BE INADEQUATE OR UNSUITABLE TO DETERMINE THE AMOUNT OF THE TAX FOR WHICH SUCH TAXPAYER IS LIABLE UNDER THE PROVISIONS OF THIS CHAPTER, IT IS THE RESPONSIBILITY OF THE TAXPAYER EITHER:

- (A) TO PROVIDE SUCH OTHER RECORDS REQUIRED BY THIS CHAPTER OR REGULATION; OR
- (B) TO CORRECT OR TO RECONSTRUCT HIS RECORDS, TO THE SATISFACTION OF THE TAX COLLECTOR.

Section 2: The following changes shall be effective from and after January 1, 2015:

* * *

**DIVISION 3-05-007
REGULATIONS – PRIVILEGE AND EXCISE TAXES**

The following regulations are repealed in their entirety:

~~Reg. 3-5-300.1. WHO MUST APPLY FOR A LICENSE:~~

~~A. For the purposes of determining whether a license is required under Section 3-05-003-0300, a person shall be deemed to be "engaged in or continuing in business" within the City, if he meets any of the following conditions:~~

~~1. He is engaged in any activity subject to the City's privilege taxes as principal or broker.~~

~~2. He has or maintains within the City directly, or if a corporation by a subsidiary, an office, distribution house, sales house, warehouse or other place of business, or any agent or other representative operating within this City under the authority of such person, or if a corporation its subsidiary, irrespective of whether such place of business or agent or other representative is located here permanently or temporarily or whether such person or subsidiary is authorized or licensed to do business in this State or this City.~~

~~3. He is soliciting sales, orders, contracts, leases, and other similar forms of business relationships, within the City from customers, consumers, or users located within the City, by means of salesmen, solicitors, agents, representatives, brokers, and other similar agents or by means of catalogs or other advertising, whether such orders are received or accepted within or without this City.~~

~~4. He is regularly engaged in any activity subject to the City's use tax; provided, however, that individuals are not normally required to obtain a license because they acquire items outside the City for their own or their family's personal use and enjoyment.~~

~~5. Reserved.~~

~~B. Reserved.~~

~~Reg. 3-5-300.2. RESERVED:~~

~~Reg. 3-5-310.1. RESERVED:~~

~~Reg. 3-5-310.2. RESERVED:~~

~~Reg. 3-5-310.3. RESERVED:~~

~~Reg. 3-5-350.1. RECORDKEEPING: INCOME:~~

~~The minimum records required for persons having gross income subject to, or exempt or excluded from, tax by this Chapter must show:~~

~~(a) The gross income of the taxpayer attributable to any activity occurring in whole or in part in the City.~~

~~(b) The gross income taxable under this Chapter, divided into categories as stated in the official City tax return.~~

~~(c) The gross income subject to Arizona Transaction Privilege Taxes, divided into categories as stated in the official State tax return.~~

~~(d) The gross income claimed to be exempt, and with respect to each activity or transaction so claimed:~~

~~(1) If the transaction is claimed to be exempt as a sale for resale or as a sale, rental, lease, or license for use of rental equipment:~~

~~(A) The City Privilege License number and State Transaction Privilege Tax License number of the customer (or the equivalent city, if applicable, and state tax numbers of the city and state where the customer resides), and~~

~~(B) The name, business address, and business activity of the customer, and~~

~~(C) Evidence sufficient to persuade a reasonably prudent businessman that the transaction is believed to be in good faith a purchase for resale, or a purchase, rental, lease, or license for use of rental equipment, by the vendee in the ordinary and regular course of his business activity, as provided by Regulation.~~

~~(2) If the transaction is claimed to be exempt for any other reason:~~

~~(A) The name, business address, and business activity of the customer, and~~

~~(B) Evidence which would establish the applicability of the exemption to a reasonably prudent businessman acting in good faith. Ordinary business documentation which would reasonably indicate the applicability of an exemption shall be sufficient to relieve the person on whom the tax would otherwise be imposed from liability therein, if he acts in good faith as provided by Regulation.~~

~~(e) With respect to those allowed deductions or exclusions for tax collected or charges for delivery or other direct customer services, where applicable, evidence that the deductible income has been separately stated and shown on the records of the taxpayer and on invoices or receipts provided to the customer. All other deductions, exemptions, and exclusions shall be separately shown and substantiated.~~

~~(f) With respect to special classes and activities, such other books, records, and documentation as the Tax Collector, by regulation, shall deem necessary for specific classes of taxpayer by reason of the specialized business activity of any such class.~~

~~(g) In all cases, the books and records of the taxpayer shall indicate both individual transaction amounts and totals for each reporting period for each category of taxable, exempt, and excluded income defined by this Chapter.~~

~~Reg. 3-5-350.2. RECORDKEEPING: EXPENDITURES:~~

~~The minimum records required for persons having expenditures, costs, purchases and rental or lease or license expenses subject to, or exempt or excluded from, tax by this chapter are:~~

~~A. The total price of all goods acquired for use or storage in the City.~~

~~B. The date of acquisition and the name and business address of the seller or lessor of all goods acquired for use or storage in the City.~~

~~C. Documentation of taxes, freight, and direct customer service labor separately charged and paid for each purchase, rental, lease, or license.~~

~~D. The gross price of each acquisition claimed as exempt from tax, and with respect to each transaction so claimed, sufficient evidence to satisfy the Tax Collector that the exemption claimed is applicable.~~

~~E. As applicable to each taxpayer, documentation sufficient to the Tax Collector, so that he may ascertain:~~

~~1. All construction expenditures and all privilege and use taxes claimed paid, relating to owner-builders and speculative builders.~~

~~2. Disbursement of collected gratuities and related payroll information required of restaurants.~~

~~3. Reserved.~~

~~a. Reserved.~~

~~b. Reserved.~~

~~4. The validity of any claims of proof of exemption, as provided by regulation.~~

~~5. A claimed alternative prior value for reconstruction.~~

~~6. All claimed exemptions to the use tax imposed by Division [3-05-006](#).~~

~~7. Costs used to compute the "computed charge" claimed for retail service and repair.~~

~~8. Payments of tax to the Arizona Department of Transportation and computations therefor, when a motor vehicle transporter claims such exemption.~~

~~9. Reserved.~~

~~F. Any additional documentation as the Tax Collector, by regulation, shall deem necessary for any specific class of taxpayer by reason of the specialized business activity of specific exemptions afforded to that class of taxpayer.~~

~~G. In all cases, the books and records of the taxpayer shall indicate both individual transaction amounts and totals for each reporting period for each category of taxable, exempt, and excluded expenditures as defined by this chapter.~~

~~REGULATION 3-5-350.3 RECORDKEEPING: OUT-OF-CITY AND OUT-OF-STATE SALES~~

~~A.— Out-of-City Sales. Any person engaging or continuing in a business who claims out-of-City sales shall maintain and keep accounting records or books indicating separately the gross income from the sales of tangible personal property from such out-of-City branches or locations.~~

~~B.— Out-of-State sales. Persons engaged in a business claiming out-of-State sales shall maintain accounting records or books indicating for each out-of-State sale the following documentation:~~

- ~~1.— Documentation of location of the buyer at the time of order placement; and~~
- ~~2.— Shipping, delivery, or freight documents showing where the buyer took delivery; and~~
- ~~3.— Documentation of intended location of use or storage of the tangible personal property sold to such buyer.~~

~~Reg. 3-5-360.1. PROOF OF EXEMPTION: SALE FOR RESALE; SALE, RENTAL, LEASE, OR LICENSE OF RENTAL EQUIPMENT:~~

~~A claim of purchase for resale or of purchase, rental, lease, or license for rent, lease, or license is valid only if the evidence is sufficient to persuade a reasonably prudent businessman that the particular item is being acquired for resale or for rental, lease, or license in the ordinary course of business. The fact that the acquiring person possesses a Privilege License number, and makes a verbal claim of "sale for resale or lease" or "lease for re-lease" does not meet this burden and is insufficient to justify an exemption. The "reasonable evidence" must be evidence which exists objectively, and not merely in the mind of the vendor, that the property being acquired is normally sold, rented, leased, or licensed by the acquiring person in the ordinary course of business. Failure to obtain such reasonable evidence at the time of the transaction will be a basis for disallowance of any claimed deduction on returns filed for such transactions.~~

~~Reg. 3-5-360.2. PROOF OF EXEMPTION: EXEMPTION CERTIFICATE:~~

~~For the purpose of proof of exemption, in transactions other than those in which the proof is set by standard documentation as detailed in Regulations 3-5-350.1 and 3-5-360.1, the minimum acceptable proof and documentation for each transaction shall be the completion, at the time of the transaction, in all material respects, of a certificate containing all the information set forth below. For the purpose of validating the vendor's claim of exemption, such certificate is sufficient if executed by any person with apparent authority to act for the customer, and the information provided validates the claim.~~

INVALID UNLESS COMPLETED IN FULL

VENDOR'S NAME _____ Sales Invoice No. _____

Customer's Exemption Claim

City of Flagstaff Privilege License (Sales) Tax

Customer's Business Name: _____

Customer's Business Address: _____

Specific Business Activity: _____
(e.g., if retailer, lessor, or
manufacturer, specify items
leased, sold or made, i.e.,
cars, computers, clothes, etc.) _____

Customer's License Nos. _____ City: _____ State: _____

ITEMS CLAIMED AS EXEMPT FROM TAX

_____ : All Items on This Invoice or Purchase Order.

or

_____ : Only Those Items marked with An "E".

REASON FOR CLAIMED EXEMPTION:

_____ : The items claimed as exempt are sold, rented, leased, or licensed by the
above named customer in the normal course of its business activity.

or

_____ : The items claimed as exempt are exempt from the City of Flagstaff
Privilege Tax for the following specific reason(s):

CUSTOMER'S CERTIFICATE

I certify that the above information is accurate to the best of my information and belief, and that I
am authorized by the Customer above to acquire the items claimed as exempt on a tax-free basis
on its behalf. I further understand that the making of a false or fraudulent claim to obtain a tax
exemption is a Class One Misdemeanor under City Code Section 3-05-005-0580.

Name

Date

Title

Section 3: The following changes shall be effective from and after May 2, 2013:

* * *

**DIVISION 3-05-004
PRIVILEGE TAXES**

3-05-004-0475 TRANSPORTING FOR HIRE:

The tax rate shall be at an amount equal to two and fifty-one thousandths percent (2.051%) of the gross income from the business activity upon every person engaging or continuing in the business of providing the following forms of transportation for hire from this City to another point within the State:

A. TRANSPORTING OF PERSONS OR PROPERTY BY RAILROAD; PROVIDED, HOWEVER, THAT THE TAX IMPOSED BY THIS SUBSECTION SHALL NOT APPLY TO TRANSPORTING FREIGHT OR PROPERTY FOR HIRE BY A RAILROAD OPERATING EXCLUSIVELY IN THIS STATE IF THE TRANSPORTATION COMPRISES A PORTION OF A SINGLE SHIPMENT OF FREIGHT OR PROPERTY, INVOLVING MORE THAN ONE RAILROAD, EITHER FROM A POINT IN THIS STATE TO A POINT OUTSIDE THIS STATE OR FROM A POINT OUTSIDE THIS STATE TO A POINT IN THIS STATE. FOR PURPOSES OF THIS PARAGRAPH, "A SINGLE SHIPMENT" MEANS THE TRANSPORTATION THAT BEGINS AT THE POINT AT WHICH ONE OF THE RAILROADS FIRST TAKES POSSESSION OF THE FREIGHT OR PROPERTY AND CONTINUES UNTIL THE POINT AT WHICH ONE OF THE RAILROADS RELINQUISHES POSSESSION OF THE FREIGHT OR PROPERTY TO A PARTY OTHER THAN ONE OF THE RAILROADS.

B. Transporting of oil or natural or artificial gas through pipe or conduit.

C. Transporting of property by aircraft.

D. Transporting of persons or property by motor vehicle, including towing and the operation of private car lines, as such are defined in Article III, Chapter 4, Title [42](#), Arizona Revised Statutes; provided, however, that the tax imposed by this subsection shall not apply to:

1. Gross income subject to the tax imposed by Article VI, Chapter 9, Title [28](#), Arizona Revised Statutes.
2. Gross income derived from the operation of a governmentally adopted and controlled program to provide urban mass transportation.
3. Reserved.
4. Reserved.

E. Reserved.

F. Deductions or Exemptions. The gross proceeds of sales or gross income derived from the following sources is exempt from the tax imposed by this section:

1. Income that is specifically included as the gross income of a business activity upon which another section of this division (Article IV of the City Tax Code) imposes a tax that is separately stated to the customer and is taxable to the person

engaged in that classification not to exceed consideration paid to the person conducting the activity.

2. Income from arranging amusement or transportation when the amusement or transportation is conducted by another person not to exceed consideration paid to the amusement or transportation business.

G. The tax imposed by this section shall not include arranging transportation as a convenience to a person's customers if that person is not otherwise engaged in the business of transporting persons, freight or property for hire. This exception does not apply to businesses that dispatch vehicles pursuant to customer orders and send the billings and receive the payments associated with that activity, including when the transportation is performed by third party independent contractors. For the purposes of this subsection, "arranging" includes billing for or collecting transportation charges from a person's customers on behalf of the persons providing the transportation.

ORDINANCE NO. 2015-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, *BUSINESS REGULATIONS*, BY ADOPTING “*THE 2015 CITY TAX CODE AMENDMENTS*” AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK RELATING TO TRANSFER OF LOCAL TRANSACTION PRIVILEGE AND USE TAX ADMINISTRATION AND COLLECTION TO THE ARIZONA DEPARTMENT OF REVENUE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Arizona cities and towns have authority to levy local transaction privilege and use taxes (“Local Taxes”);

WHEREAS, Arizona cities and towns have had a Model City Tax Code since 1987, to provide uniformity related to Local Taxes, and administration and collection of the same;

WHEREAS, the Arizona State Legislature in 2013 adopted new laws, requiring the Arizona Department of Revenue to assume responsibility for administration and collection of Local Taxes effective January 1, 2015;

WHEREAS, the City desires to adopt changes to the City Tax Code to conform with changes to the Model City Tax Code required by state law and/or the Unified Audit Committee;

WHEREAS, notice of the proposed changes to the City Tax Code have been published on the City website prior to adoption of this ordinance and a public hearing has been held;

WHEREAS, the proposed changes to City Tax Code include numerous amendments to Chapter 3-05-003, *Licensing and Recordkeeping* and repeal of regulations related to licensing and recordkeeping.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, Division 3-05-003, *Licensing and Recordkeeping*, and Division 3-05-007, *Regulations – Privilege and Excise Taxes*, is hereby amended by adoption of the amendments set forth in that document known as the “*2015 City Tax Code Amendments*,” declared a public record by Resolution No. 2015-15 and on file with the City Clerk.

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars (\$2,500.00) and may be sentenced to confinement in the County jail for a period not to exceed six months for any one offense. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date.

The changes to the City Tax Code as set forth in the "2015 City Tax Code Amendments" shall be effective from and after January 1, 2015. This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Barney Helmick, Airport Director
Co-Submitter: Adam Meile
Co-Submitter: Stacey Brechler-Knaggs, Grants Manager
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Grant Agreement: A grant agreement between City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration and Arizona Department of Transportation Aeronautics Division for Design of mill and overlay of asphalt on Flagstaff Airport Runway 3/21 project. ***(Approve asphalt overlay on airport runway).***

RECOMMENDED ACTION:

Approve the Grant Agreement with the U.S. Department of Transportation, Federal Aviation Administration (FAA) in the amount of \$293,500 for the design of Runway 3/21 Mill and Overlay Reconstruction Project. This will assist in the ability to obtain an FAA Grant for the final construction work on the Runway 3/21 Mill and Overlay Reconstruction Project.

Executive Summary:

The Flagstaff Airport is a single runway airport that supports commercial air service, business, medical, military and general aviation traffic for Flagstaff and the Northern Arizona Region. Most of this runway is over 10 years old and its current condition is deteriorating at a rapid pace. The Federal Aviation Administration recognizes the importance of this runway to our community and would be willing to provide Grant funding to reconstruct this runway. To do that they need for us to accept this Grant to complete the design for construction to the highest standards. This is critical to the goals of maintaining City infrastructure, as well as to the continued efforts for secondary air service and access.

Financial Impact:

The grant application cost estimate by our on-call engineering firm submitted on March 4th, 2015 in the amount of \$293,500, State Share \$14,407 and City Share amount of \$14,408 for a total design cost of \$322,315 which includes an indirect cost of \$23,488 (7.86%).

The Grant in the amount of \$293,500 is for the design of the Runway 3/21 Mill and Overlay Project at Flagstaff Pulliam Airport.

The project is budgeted in account number 221-07-222-3332-0-4421 in the combined amount of \$322,315.

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

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- Approve the Grant Agreement which will provide funding to design the project.
- Not approve the Grant Agreement and the funds will be returned and project cancelled. If cancelled the runway will continue to deteriorate to the point of failure.

Background/History:

The Flagstaff Airport has been at its current location since 1948. It has one runway, 8,800 feet in length and 150 feet wide. The runway was extended in 2007 from 6,999 feet to its current length to allow for larger aircraft to land. It is constructed of asphalt to FAA AC 150/5300-13 standards. The single runway handles over 40,000 operations a year.

Key Considerations:

This project consists of removal and replacement of asphalt pavements the full length of the runway at the Flagstaff Airport. It will include milling of existing pavement and spreading the millings on the airport perimeter road. The runway will be repainted to the most current FAA standards.

This project will require the closure of the runway 24 hours per day for seven days. The Airlines have been notified of this project and Airport staff will notify and keep all tenants aware of the progress of his project which is anticipated in the 2016 calendar year construction season.

Expanded Financial Considerations:

This project has been placed in the 2016 Capital Budget for the Airport.

Community Benefits and Considerations:

The airport supports the community with air service, and medical flights. The maintenance of this runway is critical to continue support of the air service and medical users of the airport.

Community Involvement:

Inform - The project will require that all Flagstaff Airport users and stakeholders are informed of the need to complete this project on a time-sensitive schedule. Due to the limited season to apply asphalt in Flagstaff the project will be completed during the peak season of usage where the runway will be closed for a period of time so public notification will be a key component of this project. Part of the requirements during the design phase will be to inform all users of this activity and the critical nature of ensuring our runway is always maintained to be usable and safe.

Attachments: [FAA AIP 38 Grant Agreement-Runway 3/21 Mill & Overlay Design](#)



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>April 21, 2015</u>
Airport/Planning Area	<u>Flagstaff Pulliam</u>
AIP Grant Number	<u>3-04-0015-038-2015</u>
DUNS Number	<u>088302625</u>
TO:	<u>City of Flagstaff</u> <u>(herein called the “Sponsor”)</u>

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated October 1, 2014, for a grant of Federal funds for a project at or associated with the Flagstaff Pulliam Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Flagstaff Pulliam Airport (herein called the “Project”) consisting of the following:

Rehabilitate Runway 3/21 - Design Only

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor’s acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 91.06 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$293,500.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$0 or planning

\$293,500 for airport development or noise program implementation

\$0 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **June 12, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

16. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. Suspension or Debarment. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

20. Exhibit “A” Property Map. The Exhibit “A” Property Map dated 12/4/2008, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. DBE Plan. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.

- 22. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and;
 - d. Year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

23. Maintenance Project Life. The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety

reasons.

- 24. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
- 25. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

.....
(Signature)

Mike N. Williams

.....
(Typed Name)

Manager, Phoenix Airports District Office

.....
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Flagstaff
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}

- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes

thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except

in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by

the sponsor with other parties:

- a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise

buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and

performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Adam Miele, Senior Project Manager
Co-Submitter: Stacey Brechler-Knaggs, Grants Manager
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Contract: Supplemental Agreement No. 3, Pulliam Airport Runway 3-21 Mill and Overlay Project, design services for the overlay project. (Supplemental agreement to facilitate grant for asphalt overlay at airport).

RECOMMENDED ACTION:

- 1) Approve Supplemental Agreement Number 3 with Kimley-Horn and Associates, Inc. in the amount of \$ 263,826.68 subject to acceptance of a grant from the Federal Aviation Administration and the Arizona Department of Transportation, Multimodal Planning Division, Aeronautics.
- 2) Authorize the City Manager to execute the necessary documents.

Executive Summary:

City of Flagstaff requires engineering design services for the design of a Runway (3-21) Mill and Overlay project. The existing Pulliam Airport runway is oxidized and damaged and has grade irregularities that may cause aircraft damage if not replaced. This project will consist of the mill and overlay of the runway pavement, blast pads, and connecting taxiways A1 to A9 from the edge of the runway to the runway hold position markings. The anticipated construction cost for this project is approximately \$3.7 Million, predominantly paid through a federal grant.

Financial Impact:

The project is budgeted for \$322,315 in FY 2016 in account number 221-07-222-3339-0-4421 This project is currently in the 5-year plan at \$3,638,000. Based on bids the FAA grant will provide 91.06% of total project funding, an ADOT grant will provide 4.47% of funding with the City grant match of 4.47%.

The fee estimate attached to Supplemental Agreement # 3 is a lump sum amount.

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
- Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments.
- Ensure that we are as prepared as possible for extreme weather events

Has There Been Previous Council Decision on This:

Yes - Council approved the original five-year term Professional Design Services Agreement with Kimley-Horn & Associates on April 17, 2012. Council also approved Supplemental Agreement # 1 for design services on December 4, 2012. Council also approved Supplemental Agreement #2 for design services on May 7, 2013. This approval would allow the design services for this project and award a Supplemental Agreement #3.

Options and Alternatives:

Approve Supplemental Agreement No. 3. - This will allow design services work to commence.

Not approve Supplemental Agreement No.3. - This will halt work on the design phase of the project.

Background/History:

On April 17, 2012, City Council approved an Agreement for Consulting Services with Kimley-Horn and Associates to provide design services for the Concrete Ramp Joint Repair project. That staff report to Council indicated that Kimley-Horn had been selected and was to be retained for a five year period, and that future design elements would be presented for approval to Council, for FAA and ADOT Aeronautics grant awards as a Supplemental Agreement. The Concrete Ramp Joint Repair Project has already been completed under the original agreement. On December 4, 2012, Council approved Supplemental Agreement # 1 for award of design phase services for the Westplex Taxi Lanes Reconstruction project. Design is nearing completion with construction anticipated to begin in June of 2013. On May 7, 2013 Council approved Supplemental Agreement # 2 for comprehensive construction administration, inspection and materials testing services for the Westplex Taxilanes Reconstruction project.

A Scope of Work and fee estimate for comprehensive design services for the Pulliam Runway (3-21) mill and overlay project has been formulated, negotiated and agreed upon in accordance with FAA guidelines for Supplemental Agreement No. 3. A copy of the Scope of Work and fee estimate is attached.

Key Considerations:

The existing runway is becoming oxidized and damaged and has grade irregularities that may cause aircraft damage if not replaced. This project will provide design plans and specifications for the mill and overlay of the runway pavement, blast pads, and connecting taxiways A1 to A9 from the edge of the runway to the runway hold position markings. Replacement of these pavements will enhance pilot safety and provide significant improvements to operations at the airport.

Expanded Financial Considerations:

Funding for Construction Phase Services is to be provided by Federal Entitlement and Discretionary grant funds from the U. S. Department of Transportation, Federal Aviation Administration and ADOT Multi-Modal .

The fee estimate attached to Supplemental Agreement # 3 is a lump sum amount.

Community Benefits and Considerations:

Construction of the project will increase the utility and safety of operations at the airport. New pavement on the runway will provide a safer landing and takeoff area for the pilots.

Scope of Services

Flagstaff, Arizona - Flagstaff Airport Runway 3-21 Mill and Overlay

A. PROJECT DESCRIPTION: City of Flagstaff (COF), Flagstaff Airport requires engineering design services for the design of Runway 3-21 Mill and Overlay. The existing runway is becoming oxidized and damaged and has grade irregularities that may cause aircraft damage if not replaced. This project will provide design plans and specifications for the mill and overlay of the runway pavement, blast pads, and connecting taxiways A1 to A9 from the edge of the runway to the runway hold position markings. The anticipated construction cost for this project is approximately \$3.7 Million.

B. PROJECT SCOPE: The specific scope of service for this project is identified as follows:

1. Project Administration and Design Services

The specific scope of work for this task is identified as follows:

- a) Provide project administrative tasks for support throughout the project.
- b) Provide project planning, budgeting, and initial project schedule.
- c) Provide monthly progress reports, design coordination and four (4) review meetings, and minutes of project meetings.

2. Engineer's Design Report

Engineer shall produce an Engineer's Design Report for the design including design methodology and other design concepts, criteria and standards. Reference will be made to appropriate FAA design circulars, specifications, criteria and standards. Reference will be made to appropriate FAA design circulars, specifications and applicable federal and state regulations. Design standards shall be according to FAA Advisory Circular 150/5300-13, Airport Design and associated circulars and Maricopa Association of Governments (MAG) standards.

The Western Pacific Region of the FAA requires Categorical Exclusion (CE) documents to be prepared following the guidance and format discussed in the FAA document titled: Extraordinary Circumstances Evaluation Information Submittal for Categorical Exclusion of Airport Projects.

The CE document will be prepared by the airport sponsor (City of Flagstaff) in support of the grant application and to assist the FAA in determining if the proposed project can be categorically excluded from the NEPA requirement or determine if a formal Environmental Assessment (EA) or Environmental Impact Statement (EIS) will be required.

3. Draft and Final Design Construction Documents

The Engineer shall provide preliminary and final design of contract documents for construction of the project. The preliminary draft plans (30%) to be provided will be a reduced number of sheets sufficient for the airport to allow ADOT and the FAA to review the project limits and nature of the project.

The Engineer shall provide engineering drawings and specifications for the contract documents. Grades, profiles, geometric layout, and other details for use in developing the final plan sheets shall be provided. Plan sheets will include: cover sheet, sheet index, summary of quantities, general notes and abbreviations, project layout plan, construction phasing plan, improvement plans, typical section and details, plan and profiles, striping and marking plans. The Engineer shall develop the general provisions, special provisions, and technical specification portions of the specifications. The technical specifications will be

developed from the standard FAA specifications as described in the current version of FAA Advisory Circular 150/5370-10 Standards for Specifying Construction on Airports with input from the COF. The COF will be responsible for providing the Contract Documents to be included in the Specifications.

Plans shall be prepared for a draft (30%), 60%, and 95% submittals as well as the final buildable set of contract documents (plans and specifications). Review comments by the Owner, Federal (FAA) and State (ADOT) shall be incorporated after the draft (30%), 60%, and 95% review prior to the next submittal.

Construction Costs: An Engineer's opinion of probable construction costs will be provided for the project at the draft (30%), 60%, 95%, and final set level and shall be based on cost history for past work within the vicinity of the airfield and for projects of a similar nature. The opinion of probable cost shall reflect construction during regular construction schedule.

4. Bid Phase Services

This project will be bid using a design-bid-build (hard bid) delivery method. The Engineer shall provide bidding assistance, issue contract documents to bidders, conduct pre-bid conference, answer contractor questions, prepare addendums, assist in conducting the bid opening, tabulate bids, prepare bid summary spreadsheet, submit written recommendation to the Airport, FAA and ADOT, and prepare contract documents for execution by the Airport and the Contractor.

C. SCHEDULE:

A project design schedule will be developed together with the Airport as a part of Project Administration, but it is anticipated that design will begin during the fall of 2015 and construction will begin in the spring of 2016. The duration of this task order will be approximately nine (9) months, starting in September of 2015. Each deliverable (30%, 60%, 95%, and Final Plans, Specifications, and Engineer's Design Report) will require a minimum of one (1) month from notice to proceed or from the date of receipt of the review comments from the previous submittal.

D. DELIVERABLES:

The ENGINEER shall provide the following deliverables:

1. Draft Plans (30%), List of Technical Specifications, and Opinion of Probable Cost - two (2) copies to COF; one (1) copy to FAA and ADOT as requested.
2. 60% Plans, Technical Specifications, and Opinion of Probable Cost - two (2) copies to COF; one (1) copy to FAA and ADOT as requested
3. 95% Plans, Technical Specifications, and Opinion of Probable Cost - two (2) copies to COF; one (1) copy to FAA and ADOT as requested.
4. Final Plans, Specifications, and Opinion of Probable Cost - one (1) mylar copy of plans to COF; one (1) copy to FAA and ADOT as requested.
5. Engineer's Design Report - two (2) copies to COF; one (1) copy to FAA and ADOT as requested.

E. FEE AND BILLING:

Kimley-Horn's team will perform the services described in this Scope of Services for the lump sum of:

\$263,827 as an Engineering Fee

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 30 days of the date of the invoice. We will not perform any Additional Services without prior approval.

F. ADDITIONAL SERVICES:

The following services are not included in this scope of work but can be added for additional compensation:

- (1) Geotechnical testing, an allowance will be available if it deemed necessary (by the Engineer and COF) for pavement testing and/or soil testing.
- (2) Construction Phase Services (including Construction Administration), with Final Construction Report and Record Drawings

**RUNWAY 3-21 MILL AND OVERLAY
 FLAGSTAFF AIRPORT
 CITY OF FLAGSTAFF
 DATE: JANUARY 13, 2015**

**KIMLEY-HORN AND ASSOCIATES
 Phoenix, Arizona**

**EXHIBIT I - DESIGN - ENGINEERING FEE
 RUNWAY 3-21 MILL AND OVERLAY**

DERIVATION OF COST OF PROPOSAL FEE

1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL</u>	<u>EXTENDED TOTAL</u>
001	Project Administration	168	7,796.50	
002	Engineer's Design Report	136	5,722.76	
003	Draft Plans (30%)	222	9,111.00	
004	Construction Drawings (60% Submittal)	282	11,646.76	
	Specifications, Quantities & Cost Estimate	156	7,091.76	
	Airport Construction Safety Plan	181	7,111.21	
005	Construction Drawings (95% Submittal)	183	7,746.68	
	Quantities & Cost Estimate	33	1,380.15	
	Project Specifications	62	3,025.54	
006	Final Plans & Specification Submittal and Contractor Coordinati	262	11,261.92	
TOTAL DIRECT LABOR		1,685		\$71,894.28

2. EXPENSES:

EXPENSE ALLOCATION (4.6%)	9,355.89	
DESIGN EXPENSES	3,050.20	
TOTAL EXPENSES:		\$12,406.09

3. CONSULTANTS:

SURVEY	15,000.00	
GEOTECHNICAL (ALLOWANCE)	7,500.00	
SUBCONSULTANT ADMINISTRATION - 5%	1,125.00	
TOTAL CONSULTANTS		\$23,625.00

4. ENGINEERING FEE

TOTAL LABOR		71,894.28
OVERHEAD (%)	182.90%	131,494.64
FEE (% OF NET)	12%	24,406.67
DIRECT EXPENSES		12,406.09
CONSULTANTS		23,625.00
TOTAL ENGINEERING FEE		\$263,826.68

**RUNWAY 3-21 MILL AND OVERLAY
 FLAGSTAFF AIRPORT
 CITY OF FLAGSTAFF
 DATE: JANUARY 13, 2015**

**KIMLEY-HORN AND ASSOCIATES
 Phoenix, Arizona**

**EXHIBIT II - DESIGN - ENGINEERING FEE
 RUNWAY 3-21 MILL AND OVERLAY**

DERIVATION OF COST OF PROPOSAL FEE

1. Direct Salary Costs

<u>Title</u>	<u>HOURS</u>	<u>Rate</u>	<u>Total Labor</u>	<u>EXTENDED TOTAL</u>
Project Manager	331	59.92	19,833.52	
Principal Engineer	19	76.95	1,462.05	
Professional Engineer	652	43.16	28,140.32	
Engineer in Training	228	31.08	7,086.24	
CADD	379	34.57	13,102.03	
Lead Inspector		43.28		
Clerical/Accounting Admin	76	29.87	2,270.12	
Total Direct Salary Costs	1,685			\$71,894.28

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs By 182.9% \$131,494.64

3. Subtotal of Items 1 and 2 **\$203,388.92**

4. Fixed Payment

12 % of Item No. 3: **\$24,406.67**

5. Direct Non-Salary Expenses

EXPENSE ALLOCATION (4.6%)	9,355.89
DESIGN EXPENSES	3,050.20
Total Direct Non-Salary Expenses	\$12,406.09

6. Subcontract Costs

SURVEY	15,000.00
GEOTECHNICAL (ALLOWANCE)	7,500.00
SUBCONSULTANT ADMINISTRATION - 5%	1,125.00
Subtotal of subcontract Costs	\$23,625.00

7. TOTAL ENGINEERING FEE

\$263,826.68

**RUNWAY 3-21 MILL AND OVERLAY
FLAGSTAFF AIRPORT
CITY OF FLAGSTAFF
DATE: JANUARY 13, 2015**

RUNWAY 3-21 MILL AND OVERLAY

		Project	Principal	Prof	Engineer	CADD	Lead	Admin/	TOTAL	TOTAL		
		Manager	Engineer	Engineer	in Train	Tech	Inspector	Account	MAN-HRS	LABOR COST		
001 Project Administration												
	1	Prepare Project Scope of Work and Contract			10	2	2		2	16	\$899.16	
	2	Project Administration- Monitor Project Budgets/Billing			18				25	43	\$1,825.31	
	3	Progress Reports, Coordination Meetings, Meeting Note Preparation and Schedule Updates			40		10	15	4	109	\$5,072.03	
		Subtotal Task 001			68	2	42	10	31	168	\$7,796.50	
002 Engineer's Design Report												
	1	Engineer's Report			24		60	24	24	4	136	\$5,722.76
		Document with summary and recommendation for geometrical layout, pavement design and marking per FAA standards; Airport Construction Safety Plan prep										
	2	Categorical Exclusion (CE)-Draft and Final										
	a	(CE)-Field Site Visit										
	b	(CE)-Mapping										
	c	(CE)-EDR Report documentation										
		Technical Supervision and Review										
		Subtotal Task 002			24		60	24	24	4	136	\$5,722.76
003 Draft Plans (30%)												
	1	Prepare Preliminary Plan (30%) Set			30		60	48	60	4	202	\$8,072.72
	2	30% Review Meeting (FAA, ADOT, COF)			8		8			2	18	\$884.38
		Technical Supervision and Review					2				2	\$153.90
		Subtotal Task 003			38	2	68	48	60	6	222	\$9,111.00
004 Construction Drawings (60% Submittal)												
			Scale	Sheets								
	1	Cover Sheet, Project Title Sheet		1	2		2		4		8	\$344.44
	2	Summary of Quantities, General Notes, Index of Sheets		3	2		4	8	8		22	\$817.68
	3	Project Layout, Staging Area & Horz/Vert Control		3	4		10		14		28	\$1,155.26
	4	Construction Phasing Plans / ACSP and details		5	6		10		14		30	\$1,275.10
	5	SWPPP Plan		5	2		4	8	10		24	\$886.82
	6	Typ. Sections - Runway		1	4		8		10		22	\$930.66
	7	Mill and Overlay Plans	1"=40	11	6		18	8	16		48	\$1,938.16
	8	Runway Plan and Profile	1"=40	11	6		18		16		40	\$1,689.52
	9	Runway Marking Plan	1"=40	11	6		10	12	16		44	\$1,717.20
	10	Marking Details		2	2		2		4		8	\$344.44
		Technical Supervision and Review			4		4				8	\$547.48
		Subtotal		53	44	4	86	36	112		282	\$11,646.76
Specifications, Quantities & Cost Estimate												
	1	Calculate Quantities			2		8	8	8		26	\$990.32
	2	Cost Estimate					8				8	\$345.28
		- Review and verify Estimate			2						2	\$119.84
	3	Project Specification-General			6		12			2	20	\$937.18
	4	Specification - Special Provisions			8		24				32	\$1,515.20
		- Modify Special Conditions for Project			2		8				10	\$465.12
	5	Technical Specification			12		40			4	56	\$2,564.92
		Technical Supervision and Review					2				2	\$153.90
		Subtotal			32	2	100	8	8	6	156	\$7,091.76
Airport Construction Safety Plan												
	1	Develop / Modify ACSP			4		52	26	16	2	100	\$3,904.94
		- Modify Operations and Movement Area layout			1		2				3	\$146.24
		- Modify Phasing and Safety Plan			1		12	12	8		33	\$1,227.36
		- FAA Coordination 7460 Submittals			2		10	8	6		26	\$1,007.50
	3	Address FAA comments and resubmit			2		6	4	4	1	17	\$671.27
	4	Technical Supervision and Review					2				2	\$153.90
		Subtotal			10	2	82	50	34	3	181	\$7,111.21
		Subtotal Task 004			86	8	268	94	154	9	619	\$25,849.73

**RUNWAY 3-21 MILL AND OVERLAY
 FLAGSTAFF AIRPORT
 CITY OF FLAGSTAFF
 DATE: JANUARY 13, 2015**

RUNWAY 3-21 MILL AND OVERLAY

										TOTAL	TOTAL
										LABOR	LABOR
										MAN-HRS	COST
Project	Principal	Prof	Engineer	CADD	Lead	Admin/	TOTAL	TOTAL			
Manager	Engineer	Engineer	in Train	Tech	Inspector	Account	MAN-HRS	MAN-HRS	COST	COST	
005 Construction Drawings (95% Submittal)											
			Sheets								
1			1	1			3		3	7	\$293.11
2			1	1			4		6	11	\$439.98
3			2	1			4		6	11	\$439.98
4			5	6			12		18	36	\$1,499.70
5			5	2			4		8	14	\$569.04
6			1	2			5		5	12	\$508.49
7			11	4			10		12	26	\$1,086.12
8			11	4			10		12	26	\$1,086.12
9			11	4			10		12	26	\$1,086.12
10			2	2			2		4	8	\$344.44
				4		2				6	\$393.58
			50	31	2	64		86		183	\$7,746.68
Quantities & Cost Estimate											
1							8	10		18	\$656.08
2			4			1	8	2		14	\$647.12
3										1	\$76.95
			4	1	16	12				33	\$1,380.15
Project Specifications											
1			4				8			2	\$644.70
2			2				4			6	\$292.48
3			12				24			38	\$1,814.62
4			2	2						4	\$273.74
			20	2	36				4	62	\$3,025.54
			55	5	116	12	86		4	278	\$12,152.37
006 Final Plans & Specification Submittal and Contractor Coordination											
1			8			30	24	40		102	\$3,902.88
2			4			12	14			30	\$1,192.72
3			8			16			12	36	\$1,528.36
4			18			20			10	48	\$2,240.46
			10			10				20	\$1,030.80
			4			6	2			12	\$560.80
			8	2		4				14	\$805.90
			60	2	98	40	40		22	262	\$11,261.92
SUBTOTAL DESIGN										1,685	\$71,894.28

DESIGN EXPENSES

<u>1. POSTAGE:</u> on Site	\$0.00 / mo. X	5	mos. =		0.00	0.0
<u>2. COMMUNICATIONS:</u>						
Cell Phones	\$0.00 / mo. X	5	people =	1	0.00	0.0
<u>3. PER DIEM/MEALS:</u>						
Per Diem (office)	\$34.00 / day X		people =	1	0.00	
Per Diem (Field Insp)	\$0.00 / day X	0	people =	1	0.00	
Meals /other	/ day X		people =		600.00	600.0
<u>4. LODGING:</u>						
	\$60.00 /night X		nights =	0	0.00	
	\$1,400.00 / month X	0	months =		0.00	0.0
<u>5. TRANSPORTATION:</u>						
Vehicle Rental and Fuel (RE)	\$900.00 / mon X	0	months X	1	0.00	
Airfare	\$550.00 / ticket X	0	trips for	1	0.00	
Vehicle Mileage (Office)	10 trips X	300	miles X	0.575	1,725.00	1,725.0
<u>6. PRINTING:</u>						
Reports	30 xerox @ \$0.12		per copy	12	43.20	
Record Drawings, Black Line	29 plan sheets \$2.00		per copy	4	232.00	
Final Bid Set Specifications	500 spec docum \$0.08		per copy	12	450.00	
Final Engineer's Report	0 docs \$1,500.00		per copy	3	0.00	
Construction Photographs	0 set \$1,000.00		per copy	2	0.00	725.2
<u>7. COMPUTER (Software/Hardwar)</u>						
Drafter	- CADD Stations	0	hours X	\$15.00	0.00	
Admin	- Word Process	0	hours X	\$15.00	0.00	
Field Team, 1 Computers	- Field Computer	0	months X	\$300.00	0.00	0.0
<u>8. FIELD SUPPLIES</u>						
Field Office	0 L.S.	1	=	1	0.00	
Furniture Rental	0 / Mon	5	=	1	0.00	
Utilities	0 / Mon	5	=	1	0.00	0.0
<u>10. LICENSES & PERMITS:</u>						
	0 @		=		0.00	0.0
<u>11. ADVERTISING</u>						
	0 X	0	days =	1	0.00	0.0

TOTAL EXPENSES =

3,050.2

FLAGSTAFF AIRPORT
ROUGH ORDER MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS
RUNWAY 3-21 MILL AND OVERLAY
1/16/2015

NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COSTS - TOTAL
CIVIL						
1	P-100-5.1	Contractor Quality Control	1	LS	\$ 250,000.00	\$250,000.00
2	P-101-4.1	Mobilization/Demobilization	1	LS	400,000.00	400,000.00
3	P-104-6.2	Bituminous Pavement Removal by Milling (1" Depth)	175,300	SY	2.50	438,250.00
4	P-156-6.1	Storm Water Pollution Prevention	1	LS	25,000.00	25,000.00
5	P-205-6.1	Placement of Asphalt Millings (3") (Shoulder)	3,500	CY	12.50	43,750.00
6	P-205-6.2	Stockpile Asphalt Millings (3")	1,400	CY	10.00	14,000.00
7	P-401-8.1	Bituminous Surface Course	10,000	TON	130.00	1,300,000.00
8	P-620.1	Permanent Runway and Taxiway Painting	70,000	SF	2.00	140,000.00
9	M-002-4.1	Engineer's Field Office	1	LS	20,000.00	20,000.00
10	M-003-8.1	Airport Safety and Security	1	LS	150,000.00	150,000.00
11	T-901-5.1	Hyro-Seeding	20	ACRE	2,500.00	50,000.00
12	U-200-6.1	Location of Underground Utilities	1	LS	7,500.00	7,500.00
13		Allowance - Contingency (15%)	1	LS	426,000.00	426,000.00
14		Allowance - Construction Schedule Premium (15%)	1	LS	426,000.00	426,000.00
TOTAL						\$3,690,500.00

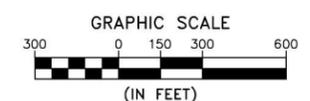
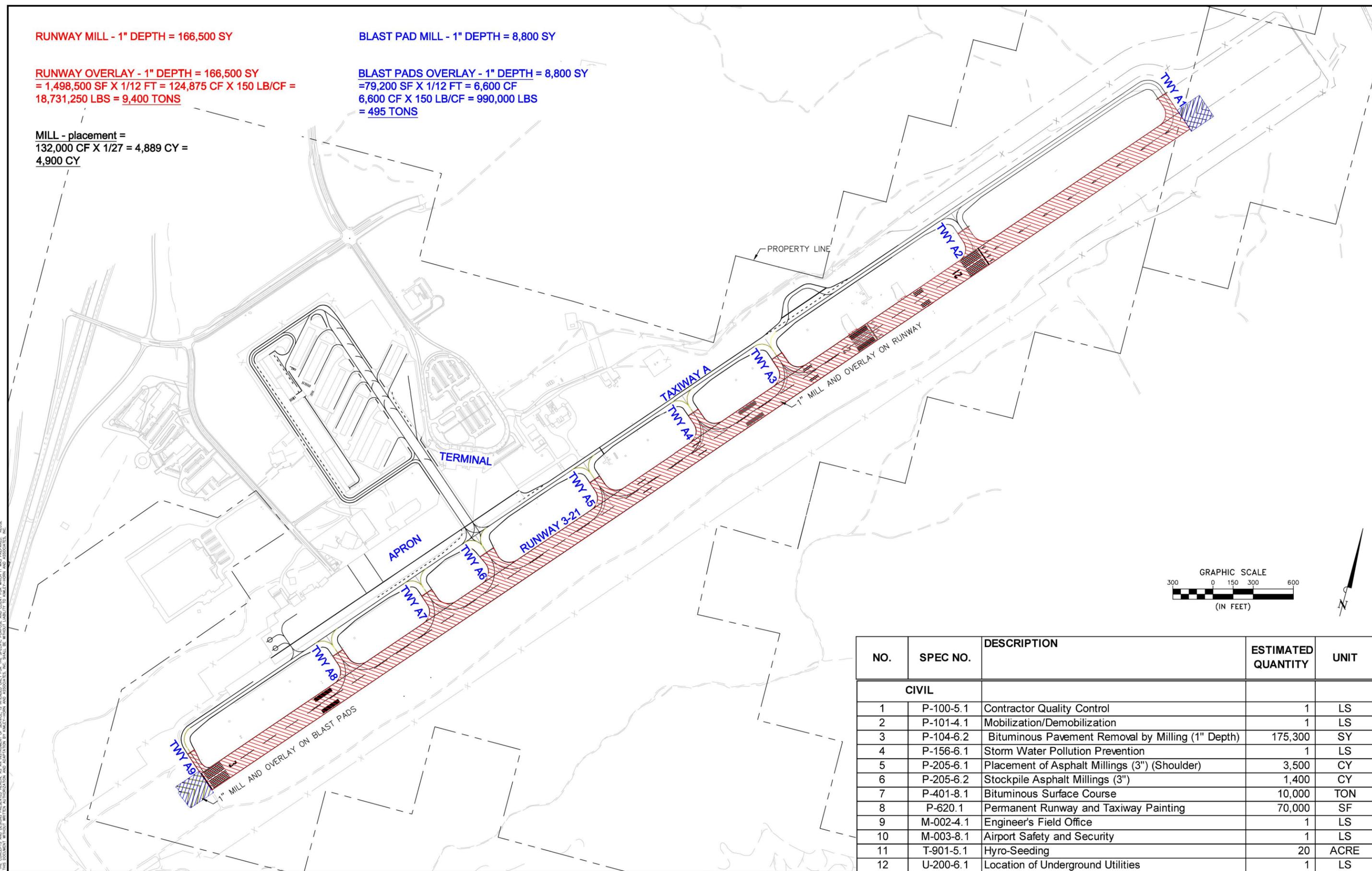
RUNWAY MILL - 1" DEPTH = 166,500 SY

BLAST PAD MILL - 1" DEPTH = 8,800 SY

RUNWAY OVERLAY - 1" DEPTH = 166,500 SY
 = 1,498,500 SF X 1/12 FT = 124,875 CF X 150 LB/CF =
 18,731,250 LBS = **9,400 TONS**

BLAST PADS OVERLAY - 1" DEPTH = 8,800 SY
 = 79,200 SF X 1/12 FT = 6,600 CF
 6,600 CF X 150 LB/CF = 990,000 LBS
 = **495 TONS**

MILL - placement =
 132,000 CF X 1/27 = 4,889 CY =
4,900 CY



NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT
CIVIL				
1	P-100-5.1	Contractor Quality Control	1	LS
2	P-101-4.1	Mobilization/Demobilization	1	LS
3	P-104-6.2	Bituminous Pavement Removal by Milling (1" Depth)	175,300	SY
4	P-156-6.1	Storm Water Pollution Prevention	1	LS
5	P-205-6.1	Placement of Asphalt Millings (3") (Shoulder)	3,500	CY
6	P-205-6.2	Stockpile Asphalt Millings (3")	1,400	CY
7	P-401-8.1	Bituminous Surface Course	10,000	TON
8	P-620.1	Permanent Runway and Taxiway Painting	70,000	SF
9	M-002-4.1	Engineer's Field Office	1	LS
10	M-003-8.1	Airport Safety and Security	1	LS
11	T-901-5.1	Hyro-Seeding	20	ACRE
12	U-200-6.1	Location of Underground Utilities	1	LS

JANUARY 16, 2015

**FLAGSTAFF AIRPORT
 RUNWAY 3-21 MILL AND OVERLAY**



EXHIBIT

K:\Projects\Marketing\Flagstaff\Runway Mill and Overlay 2015\Mill and Overlay Exhibit.dwg Jan 16, 2015 brian.gall
 THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE
 OF AND UNAUTHORIZED REPRODUCTION OR ADAPTATION BY ANY OTHER PARTY WITHOUT WRITTEN AUTHORIZATION AND ASSOCIATED, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Wanda Noffz, Accountant
Co-Submitter: Brandi Suda, Finance Manager
Co-Submitter: Rick Tadder, Finance Director
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval: 2015 FAA Passenger Facility Charge (PFC) Application. (***Approval per-passenger charge***)

RECOMMENDED ACTION:

Approve the 2015 FAA Passenger Facility Charge (PFC) Application and authorize the City Manager to make non-substantive adjustments as necessary to address FAA requests.

Executive Summary:

Authorize the notification to the Federal Aviation Administration (FAA) of the Airport's intent to impose new PFC's in the amount of \$4.50 per enplanement for the City match for multiple projects, as attached herein, for a total of \$588,713.

Financial Impact:

Since the City has already paid for its share of the projects already completed (or will complete shortly) in the amount of \$340,886, and has projects planned and presented to the FAA for the match amount of \$247,827 in FY2016 and FY2017, this would help reduce the annual General Fund transfer to the Airport fund. Based on the airport's enplanement projections, we estimate to recover the total City Match of \$588,713 by September 1, 2018. Annual PFC's collected have ranged from \$150,000 to \$250,000 per year. The expiration estimate is conservative to ensure that a future amendment for additional time to collect is not required for this Application.

Connection to Council Goal and/or Regional Plan:

This request is not associated with a specific Council goal, however is directly accountable to the standards of sound fiscal practices for the management of the organization.

Has There Been Previous Council Decision on This:

1. June 16, 2009 - Approval for PFC collections in amount of \$1,157,023.
2. February 9 & 10, 2012 - Budget Retreat. Direction to pursue an increased PFC level for the purpose of funding General Fund add-backs.
3. June 5, 2012 - Approval for increased PFC level of \$4.50 per enplanement.

Options and Alternatives:

Option 1: Approve as presented. This option continues the \$4.50 charge per enplanement for passengers boarding at the Pulliam Airport. This would maintain the annual General Fund transfer to the Airport fund.

Option 2: Disapprove. This option would require the City to return funds that are currently being held in a PFC Restricted Account being collected until June 30, 2015. In addition, it would require that General Fund funds the matching portion of airport capital projects. This would create an additional burden on the General Fund of \$150,000 to \$250,000 annually.

Option 3: Defer this Agenda Item to a future date.

Background/History:

The Passenger Facility Charge (PFC) Program allows the collection of PFC fees, up to \$4.50, for every enplaned passenger at commercial airports controlled by public agencies. Airports use these fees to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition. PFC's are collected by most airports which use FAA grant funding. The Airport must submit a PFC application to the FAA to obtain authorization for imposition and use of PFC revenue for a specific eligible project. To qualify for the \$4.50 PFC fee, the FAA requires we meet the following criteria:

1. Preserve or enhance safety, security, or capacity of the national air transportation system;
2. Reduce noise or mitigate noise impacts resulting from an airport; or
3. Furnish opportunities for enhanced competition between or among air carriers.
4. The project costs requested for collection at \$4 or \$4.50 cannot be paid for from funds reasonably expected to be available for the programs referred to in 49 U.S.C. 48103; and
5. In the case of a surface transportation or terminal project, the public agency has made adequate provision for financing the airside needs of the airport, including runways, taxiways, aprons, and aircraft gates.

These projects meet the criteria as set forth by the FAA.

We are applying under the Streamlined PFC Application Procedures for Non-Hub Airports. The Streamlined Procedures may not be available at the exact time this application is presented to the FAA, in which case, the full PFC Application will be submitted. In January 1991, the City Council approved the use and collection of PFC revenue to pay for a portion of the Terminal Building and associated infrastructure. The City has been collecting \$3.00 per enplanement PFC since 1992.

The City of Flagstaff has a history of authorizations from the FAA from November 1, 2009 through today. The funding has totaled \$1,208,991, all of which is now collected. In 2012, the PFC level was increased to \$4.50 per enplanement. This application requests a new authorization in the amount of \$588,713.

As the FAA has not yet approved the application, there is a possibility that minor changes might be requested regarding the application. Changes might include: presentation changes, removal of a specific future project in the event additional environmental studies are required, or some other FAA request as a part of this submission. Due to this possibility, it is requested that the City Manager be granted authority to sign any such changes, which are not substantive, without returning to Council for approval. All changes are strictly restricted to reimbursement of PFC expenditures by the City of Flagstaff.

Key Considerations:

With the permission of the FAA, the City continues to collect PFC's while this application process is finalized. We have until June 30th to have the documentation approved by the FAA to continue to collect PFC's. Any funds collected, at this time, are placed in a restricted, interest bearing account. Upon FAA approval, we can move 100% of the funds into the unrestricted account for PFC's. Any funds obtained via PFC's reduces the Airport's need for General Fund support.

Expanded Financial Considerations:

In the event this application is not approved, the City will be obligated to return the funds in excess of \$60,000 which have been collected and placed in a restricted account pending this decision. In addition, the General Fund would need to provide the City match for these Airport capital projects.

Community Benefits and Considerations:

This action allows the Airport to continue to collect PFC revenue which is used to help pay for Airport capital projects and reduce the General Fund contribution.

Community Involvement:

Inform.

We are required as part of the application process to provide written notice to the Air Carriers and hold a consultation Meeting with the Air Carriers. This meeting was scheduled and held on April 20, 2015 at 1:00 pm at the City Hall Housing Conference Room.

Expanded Options and Alternatives:

Attachments: [PFC Application](#)



**Federal Aviation
Administration**
U. S. Department of Transportation

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type (Check all that apply)

- a. Impose PFC Charges
- b. Use PFC Revenue
- c. Amend PFC No. _____

FAA USE ONLY

Date Received _____

PFC Number _____

PART I

2. Public Agency Name, Address, and Contact Person

Agency Name City of Flagstaff
Address 211 W. Aspen Avenue
City, State, ZIP Flagstaff, AZ 86001
Contact Person Wanda Noffz (928-213-2219)

3. Airport(s) to Use

Flagstaff Pulliam Airport

4. Consultation Dates

- a. Date of Written Notice to Air Carriers:
03/17/2015
- b. Date of Consultation Meeting with Air Carriers:
04/20/2015
- c. Date of Public Notice
03/17/2015

PART II

5. Charges

a. Airport to Impose	b. Level	c. Total Estimated PFC Revenue by Level	d. Proposed Effective Date:	e. Estimated Expiration Date:
Flagstaff Pulliam Airport	<input type="checkbox"/> \$1.00 <input type="checkbox"/> \$2.00 <input type="checkbox"/> \$3.00	Impose	07/01/2015	09/01/2018
	<input type="checkbox"/> \$4.00 <input checked="" type="checkbox"/> \$4.50	Use		
		Impose \$588,713 Use \$588,713		

PART III

6. Attachments (Check all that Apply)

Attached	Submitted with Application Number	Document
a. <input checked="" type="checkbox"/>	<input type="checkbox"/> _____	Airport Capital Improvement Plan
b. <input type="checkbox"/>	<input type="checkbox"/> <u>Not Required</u>	Project Information (Attachment B)
c. <input checked="" type="checkbox"/>	<input type="checkbox"/> _____	Air Carrier Consultation and Public Notice Information
d. <input checked="" type="checkbox"/>	<input type="checkbox"/> _____	Request to Exclude Class(es) of Carriers
e. <input type="checkbox"/>	<input type="checkbox"/> <u>Not Required</u>	Alternative Uses/Projects
f. <input type="checkbox"/>	<input type="checkbox"/> <u>Not Required</u>	Competition Plan/Update
g. <input checked="" type="checkbox"/>	<input type="checkbox"/> _____	ALP/Airspace/Environmental
h. <input checked="" type="checkbox"/>	<input type="checkbox"/> _____	Notice of Intent Project Information
i. <input checked="" type="checkbox"/>	<input type="checkbox"/> _____	

PART IV

7. With respect to this PFC application I hereby certify as follows:

To the best of my knowledge and belief, all data in this application are true and correct;
This application has been duly authorized by the governing body of the public agency;
The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

<p>a. Typed Name of Authorized Representative</p> <p style="text-align: center;">Jeff Meilbeck</p>	<p>b. Title</p> <p>Interim City Manager</p> <p>d. E-mail Address</p> <p>JMeilbeck@flagstaffaz.gov</p>	<p>c. Telephone Number</p> <p>928-779-7685</p> <p>e. Fax Number</p> <p>928-779-7656</p>
<p>f. Signature of Authorized Representative</p>		<p>g. Date Signed</p>

Paperwork Reduction Act Statement: This form is the FAA's primary source for collecting information for the authority to collect PFC revenue for airport development. This information is used to determine the eligibility and justification of airport development projects regarding safety, security, or capacity of the national air transportation system; or which reduce noise or mitigate noise impacts resulting from an airport; or furnish opportunities for enhanced competition between or among air carriers. It is estimated that it will take approximately 5-80 hours to fill out the application depending on the complexity. The use of the form is required to obtain FAA approval of authority to collect PFC revenue (49 U.S.C. 40117(c)). No assurance of confidentiality is necessary or provided. It should be noted that an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number associated with this collection of information is 2120-0557. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave. SW, Washington, DC, 20591, Attn: Information Collections Clearance Officer, AIO-20.

**Federal Aviation Administration and Arizona Department of Transportation
2016 Five-Year Capital Improvement Program
Project Request Data Sheet**

Airport Name: **Flagstaff Pulliam Airport**Sponsor Signature: _____
(Required)Date: 12/1/2014 11:12:46AM

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2016	FY2016-FS L	Federal, State, and Local	\$3,300,000	Runways:Rehabilitate Runway - Reconstruct	
			Description:	Mill and overlay Rwy 3/21 (150 ft x 8,800 ft) including remarking.	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y
			Justification:	Rwy surface is experiencing excessive amounts of aggregate separation. The surface is over eight years old at present and will be over 10 at that time. Extreme weather conditions and usage have aged it rapidly. PCI was 60 in 2013.	Environmental Review Status? CatEx
2016	FY2016-SL	State and Local	\$1,000,000	Auto Parking, Construct	
			Description:	Design multi-level non-revenue parking structure to increase passenger parking capacity at the airport terminal (approx. 350 spaces).	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y
			Justification:	Extg. airport parking lots accommodate only 395 vehicles. Parking expansion will accommodate increased passenger traffic.	Environmental Review Status? CatEx
2017	FY2017-FS L	Federal, State, and Local	\$925,000	Planning:Conduct <Environmental Assessment/Environmental Impact Statement/Feasibility> <Study/Update>	
			Description:	EA for Heliport & Land Acq., Grade & Pave Perimeter Rd inside the perimeter fence	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y
			Justification:	EA required for Heliport and Land Acquisition. Perimeter Rd Rehab will provide better access for operations and emergency vehicles to all areas of the airport	Environmental Review Status? EA
2017	FY2017-SL	State and Local	\$1,800,000	Heliport, Construct	
			Description:	Design, pave, and constr. approx. 141,000 sf PCC heliport including utility relocation and storm water tie ins.	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y
			Justification:	Design, pave, & install heliport for increased helicopter ops.	Environmental Review Status? EA

**Federal Aviation Administration and Arizona Department of Transportation
2016 Five-Year Capital Improvement Program
Project Request Data Sheet**

Airport Name: **Flagstaff Pulliam Airport**Sponsor Signature: _____
(Required)Date: 12/1/2014 11:12:46AM

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2018	FY2018-FS L	Federal, State, and Local	\$3,500,000	Ground Transportation:<Construct/Expand/Improve/Modify/Rehabilitate> Access Road - Other	
			Description:	Rehab. Pulliam Dr. from John Wesley Powell (JWP) Blvd around in front of the terminal building and back to where the road reconnects with itself approaching JWP is approximately 2,500 lf of single/double lane pavement	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y
			Justification:	Rapidly deteriorating pavement due to repeated freeze/thaw cycles and harsh Flagstaff winters	Environmental Review Status? EA
2018	FY2018-SL	State and Local	\$425,000	Obstructions, Light/Mark/Remove (Safety Areas)	
			Description:	Runway and Taxiway repave/repaint/repaint will be redone to meet Advisory Circular requirements.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? Y
			Justification:	Improved safety and pilot visibility.	Environmental Review Status? N/A
2019	FY2019-FS L	Federal, State, and Local	\$6,700,000	Land:Acquire Land/Easement For Approaches	
			Description:	Purchase 167.89 acres of Airport land, which contains RPZ, Avigation Easement, Lake Mary Park land and the Water Treatment Plant. (Section 4, T.20 N.,R. 7E and Section 33 T. 21 N.,R. 7E)	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Acquire property in the Airport RPZ and surrounding areas.	Environmental Review Status? EA
2019	FY2019-SL	State and Local	\$350,000	Apron, Rehabilitate	
			Description:	Concrete Ramp Joint Replacement	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y
			Justification:	This is to replace the last section of joint seals in concrete running along Twy A.	Environmental Review Status? N/A

**Federal Aviation Administration and Arizona Department of Transportation
2016 Five-Year Capital Improvement Program
Project Request Data Sheet**

Airport Name: Flagstaff Pulliam Airport	Sponsor Signature: _____ (Required)	Date: <u>12/1/2014 11:12:46AM</u>
--	--	-----------------------------------

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>
2020	FY2020-FS L	Federal, State, and Local	\$4,000,000	Other:<Construct/Rehabilitate> Parking Lot [Non Revenue Producing-Non Hub/MAP] - Other
			Description:	Constr. Ph. 1 multi-level non-revenue parking structure to increase passenger parking capacity at the airport terminal (approx. 350 spaces).
			Justification:	Extg. airport parking lots accommodate only 395 vehicles. Parking expansion is needed to support increased passenger traffic.
				Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y Environmental Review Status? CatEx
2020	FY2020-SL	State and Local	\$500,000	Obstructions, Light/Mark/Remove (Safety Areas)
			Description:	Light, mark, & remove obstructions in safety areas. Rwy and Twy repair/restripe will be redone to meet A/C requirements.
			Justification:	Improved safety and pilot visibility
				Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? Y Environmental Review Status? N/A

**City of Flagstaff
Flagstaff Pulliam Airport
Passenger Facility Charges Application
Minutes from Consultation Meeting – April 20, 2015 1:00 pm (Arizona time)
Airport Conference Room**

Attendees:

- Barney Helmick, Pulliam Airport Manager
- Wanda Noffz, City of Flagstaff Accountant

Discussion:

- Barney provided a summary of the projects to be covered by this PFC application.
- Barney noted that the total PFC reimbursement amount may need to be modified based upon the final costs of the future projects.
- Barney has had discussions with the following individuals on behalf of their airlines. The synopsis follows:
 - Lorin Carr, Manager, American Airline and U.S. Air. Loren indicated that there are no objections to the City of Flagstaff PFC request.
 - Michael Ostler, Manager, Skywest Airlines. Michael indicated that there are no objections to the City of Flagstaff PFC request.
 - Levon Johnson, Manager, Alaska Airlines. Levon indicated that there are no objections to the City of Flagstaff PFC request.
- None of the airlines noted above have sent an e-mail or any other written response to the City.
- There have been no public responses to the public posting of this PFC request.

Meeting concluded at 03:30 pm Arizona time.

Follow-Up phone calls and substance of the conversations: None.

PROJECT: **New Project – Design for Mill & Overlay Runway 3/21** **Project Cost: Estimated to be \$322,315**

DESCRIPTION: Design Mill and Overlay Runway 3/21. Design project estimated to be completed 2016.

JUSTIFICATION: Design for Mill & Overlay project planned for construction in FY 2016. Runway surface is experiencing excessive amounts of aggregate separation. The surface is over eight years old at present and will be over 10 at that time. Extreme weather conditions and usage have aged it rapidly. PCI was 60 in 2013. Completion date estimated to be 2016.

ESTIMATED PFC REVENUE USED: \$14,408

PROJECT: **New Project – Const. for Mill & Overlay Runway 3/21** **Project Cost: Estimated to be \$3,638,000**

DESCRIPTION: Construction of the project for the Resurface and Restripe of Runway 3/21 as developed in the Design Mill & Overlay Runway 3/21 project above. Completion estimated to be 2017.

JUSTIFICATION: Construction including Mill and Overlay of Runway 3/21 as designed in project above. Runway surface is experiencing excessive amounts of aggregate separation. The surface is over eight years old at present and will be over 10 at that time. Extreme weather conditions and usage have aged it rapidly. PCI was 60 in 2013.

ESTIMATED PFC REVENUE USED: \$162,618

PROJECT: **Airport Master Plan with Aeronautical Survey (AGIS)** **Project Cost: Estimated to be \$658,906**

DESCRIPTION: Airport Master Plan with AGIS. The last Airport Master Plan was completed in 2007. It is time to update the Airport Master Plan to meet not only the current but future needs of the airport. Many of the future needs are not addressed in the last Airport Master Plan. An AGIS survey has not been done at Flagstaff Airport, this would allow the airport to provide accurate information to the FAA and NGS Aeronautical Survey Program as well as working in the eALP. The AGIS would be done under AC 140/5300-18B and Airport and provide critical information for the operation and safety of the NAS. Completion date estimated to be 2018.

JUSTIFICATION: This update would allow public input into the future needs of the Airport and provide for the future. It will give direction and allow discussion of options to better meet the needs of our community. The Airport can get recommendations that assist with the current and future needs.

ESTIMATED PFC REVENUE USED: \$29,453

PFC LEVEL: \$4.50 per enplanement

ESTIMATED TOTAL PFC REVENUE USED: \$588,713.00

PROPOSED CHARGE EFFECTIVE DATE: April 1, 2015 (earlier if permitted)

ESTIMATED CHARGE EXPIRATION DATE: July 1, 2018

ESTIMATED TOTAL PFC REVENUE COLLECTED: \$588,713.00

CONTACT INFORMATION:

Barney Helmick, Airport Director
Flagstaff Pulliam Airport
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 556-1234 Ext. 10

PUBLIC COMMENT PERIOD ENDS: April 17, 2015

DATED: March 17, 2015

**PFC APPLICATION FOR THE FLAGSTAFF PULLIAM AIRPORT
ATTACHMENT A - ANTICIPATED FUNDING DISCLOSURE**

COMP OR AUTH FISCAL YEAR	PROJECT MAP IDENTIFIER	PROJECT NAME	PROJECT TOTAL AMOUNT	FEDERAL SHARE	STATE SHARE	LOCAL SHARE
Comp 2013		AIP34 - 03-04-0015-034-2010 Snow Removal Equipment H-series Snowblower	\$ 575,936	\$ 547,140	\$ 14,398	\$ 14,398
Comp 2011		AIP34 - 03-04-0015-034-2010 Improvement for Airport Pavement Markings	\$ 355,884	\$ 338,090	\$ 8,897	\$ 8,897
Comp 2012		AIP34 - 03-04-0015-034-2010 Reconstruct Saurth Parallel Taxiway A and Perform Airfield Electrical Upgrades - Phase 1 (Design Only)	\$ 356,194	\$ 338,383	\$ 8,905	\$ 8,905
Comp 2013		AIP35 - 03-04-0015-035-2011 Taxiway A Rehab and Electrical Upgrades	\$ 3,264,262	\$ 3,101,049	\$ 81,606	\$ 81,606
Comp 2015		AIP36 - 03-04-0015-036-2013 Rehabilitate Taxiway (Westplex Taxi Reconstruction)	\$ 4,783,586	\$ 4,355,933	\$ 213,826	\$ 213,826
Est Comp 2016		AIP37 - 03-04-0015-037-2013 Sustainability Master Plan	\$ 296,508	\$ 270,000	\$ 13,254	\$ 13,254
2015	Revised 03/17/15	New Project - Design Mill & Overlay Runway 3/21	\$ 322,315	\$ 293,500	\$ 14,407	\$ 14,408
2016	Est. FY2016- FSL	New Project - Construction for Mill & Overlay Runway 3/21	\$ 3,638,000	\$ 3,312,763	\$ 162,619	\$ 162,618
2016	2/11/2015	Airport Master Plan with an Aeronautical Survey (AGIS)	\$ 658,906	\$ 600,000	\$ 29,453	\$ 29,453
2017	FY2017-FSL	New Project - Environmental Assessment Environmental Impact Statement Feasibility Study	\$ 925,000	\$ 842,305	\$ 41,348	\$ 41,348
TOTAL			\$ 15,176,590	\$ 13,999,163	\$ 588,713	\$ 588,713

City of Flagstaff
Flagstaff Pulliam Airport
PFC Application
Request to Exclude Class(es) of Carriers

The City of Flagstaff requests that collection of PFC's not be required by certain classes of carriers for which the number of passengers enplaned annually is no more than one percent of the total number of passengers enplaned annually at Flagstaff Pulliam Airport. The class we are requesting to be excluded is nonscheduled/on-demand air carriers in addition to and along with, the following aeronautic activities which by definition are excluded including sightseeing, military charters, fire jumping, and most life-flight/medivac. The purpose of this request is to reduce the burden of collection and reporting to those air carriers who are not substantial users of the Flagstaff Pulliam Airport. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carrier for collection and reporting, would result in an undue burden. In the consultation meeting letter to the airlines we disclosed the City's intention to exempt from the PFC collection process these particular classes of carriers. None of the air carriers took issue with this intention.

According to the enplanement by individual carriers for calendar year 2013 report provided by the FAA, the total enplanements were 58,323, and of that total, 808 were nonscheduled/on demand air carriers. This equals 1.39% percent of total annual enplanements. The City of Flagstaff is therefore requesting that collection of PFC's not be required by this class of carriers.

Attachment G – AIRPORT LAYOUT PLAN (ALP), AIRSPACE, AND ENVIRONMENTAL FINDINGS

Projects not required to be shown on the ALP

1. Snow Removal Equipment – AIP34-03—04-0015-034-2010
2. Pavement Markings – AIP34-03-04-0015-034-2010
3. Reconstruction of South Parallel Taxiway A & Electrical Upgrade AIP34-03-04-0015-034-2010
4. Taxiway A Rehab & Electrical Upgrade AIP35-03-04-0015-035-2011
5. Rehab Taxiway (Westplex Taxi Reconstruction) AIP36-03-04-0015-036-2013
6. Sustainability Master Plan – AIP37-03-04-0015-037-2013
7. Design-Mill & Overlay Runway 3/21
8. Construction-Mill & Overlay Runway 3/21
9. Airport Master Plan with Aero Survey (AGIS)
10. Environmental Assess/Impact Statement Feasibility

Projects not required to have airspace findings

1. Snow Removal Equipment – AIP34-03—04-0015-034-2010
2. Pavement Markings – AIP34-03-04-0015-034-2010
3. Reconstruction of South Parallel Taxiway A & Electrical Upgrade AIP34-03-04-0015-034-2010
4. Taxiway A Rehab & Electrical Upgrade AIP35-03-04-0015-035-2011
5. Rehab Taxiway (Westplex Taxi Reconstruction) AIP36-03-04-0015-036-2013
6. Sustainability Master Plan – AIP37-03-04-0015-037-2013
7. Design-Mill & Overlay Runway 3/21
8. Construction-Mill & Overlay Runway 3/21
9. Airport Master Plan with Aero Survey (AGIS)
10. Environmental Assess/Impact Statement Feasibility

List of all projects with their environmental determination dates

1. Snow Removal Equipment – AIP34-03—04-0015-034-2010 – Not Applicable
2. Pavement Markings – AIP34-03-04-0015-034-2010 – Not Applicable
3. Reconstruction of South Parallel Taxiway A & Electrical Upgrade AIP34-03-04-0015-034-2010 – Not Applicable
4. Taxiway A Rehab & Electrical Upgrade AIP35-03-04-0015-035-2011 – CATX dated August 27, 2013.

5. Rehab Taxiway (Westplex Taxi Reconstruction) AIP36-03-04-0015-036-2013 – CATX dated August 27, 2013.
6. Sustainability Master Plan – AIP37-03-04-0015-037-2013 – Not Applicable
7. Design-Mill & Overlay Runway 3/21 – Not Applicable
8. Construction-Mill & Overlay Runway 3/21 - Categorical Exclusion Approval for Airport Runway Mill and Overlay Project dated 12/30/14. Original Finding of No significant Impact and Record of Decision dated 07/14/2006.
9. Airport Master Plan with Aero Survey (AGIS) – Not Applicable
10. Environmental Assess/Impact Statement Feasibility – Not Applicable

ATTACHMENT H

Fill in all shaded areas, and break projects into major components.

Public Agency:	City of Flagstaff
Location:	Flagstaff, Arizona
Impose Airport	Flagstaff Pulliam Airport
Use Airport(s):	Flagstaff Pulliam Airport

Prj No.	Project Title	PFC Level	PFC Revenue Requested				AIP Funds	Grant No.	Other Revenue	Total Project Cost	Project Type	PFC Objective
			Pay-as-you-go	Bond Capital	Financing	Total PFC						
1	Snow Removal Equip. AIP34-03-04-0015-034-2010	\$4.50	\$ 14,398	\$ -	\$ -	\$ 14,398	\$547,140	34	\$14,398	\$575,936	Concurrent	Enhance Safety
2	Pavement Markings AIP34-03-04-0015-034-2010	\$4.50	\$ 8,897	\$ -	\$ -	\$ 8,897	\$338,090	34	\$8,897	\$355,884	Concurrent	Enhance Safety
3	Reconst South Parallel Taxiway A & Elec Upgrade AIP34-03-04-0015-034-2010	\$4.50	\$ 8,905	\$ -	\$ -	\$ 8,905	\$338,383	34	\$8,905	\$356,194	Concurrent	Enhance Safety
4	Taxiway A Rehab & Electrical Upgrade AIP35-03-04-0015-035-2011	\$4.50	\$ 81,606	\$ -	\$ -	\$ 81,606	\$3,101,049	35	\$81,606	\$3,264,262	Concurrent	Enhance Safety
5	Rehab Taxiway (Westplex Taxi Reconstruction) AIP36-03-04-0015-036-2013	\$4.50	\$ 213,826	\$ -	\$ -	\$ 213,826	\$4,355,933	36	\$213,826	\$4,783,586	Concurrent	Enhance Safety
6	Sustainability Master Plan AIP37-03-04-0015-037-2013	\$4.50	\$ 13,254	\$ -	\$ -	\$ 13,254	\$270,000	37	\$13,254	\$296,508	Concurrent	Enhance Safety
7	Design - Mill & Overlay Runway 3/21 New Project	\$4.50	\$ 14,408	\$ -	\$ -	\$ 14,408	\$293,500		\$14,407	\$322,315	Concurrent	Enhance Safety
8	Construction - Mill & Overlay Runway 3/21 New Project	\$4.50	\$ 162,618	\$ -	\$ -	\$ 162,618	\$3,312,763		\$162,619	\$3,638,000	Concurrent	Enhance Safety
9	Airport Master Plan with Aero Survey (AGIS) New Project	\$4.50	\$ 29,453	\$ -	\$ -	\$ 29,453	\$600,000		\$29,453	\$658,906	Concurrent	Enhance Safety
10	Environ Assess/Impact Statement Feasibility New Project	\$4.50	\$ 41,348	\$ -	\$ -	\$ 41,348	\$842,305		\$41,347	\$925,000	Concurrent	Enhance Safety
11						\$ -				\$0		
12						\$ -				\$0		
13						\$ -				\$0		
14						\$ -				\$0		
15						\$ -				\$0		
16						\$ -				\$0		
17						\$ -				\$0		
18						\$ -				\$0		
19						\$ -				\$0		
20						\$ -				\$0		
Notice Total:			\$588,713	\$0	\$0	\$ 588,713						

Proposed Excluded Class(es) of Carrier:

ATTACHMENT H

Public Agency:

City of Flagstaff

Location:

Flagstaff, Arizona

Prj No.	Project Title	Public Agency No.	Detailed Project Description	Physical Dates		Terminal Information					
				Project Start	Project End	Pre-PFC Action			Post-PFC Action		
						Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.
1	Snow Removal Equip. AIP34-03-04-0015-034-2010	FLG	Purchase a new H-series (or equivalent) snowblower through the bid process to replace the 19-year old snowblower currently in use. A large snowblower is key to FLG's snow control plan since we rely on it to move the runway and taxiway wind rows produced by the large snowplows. The project was completed in 2013.	8/4/2010	6/30/2012	N/A	N/A	N/A	N/A	N/A	N/A
2	Pavement Markings AIP34-03-04-0015-034-2010	FLG	Repaint airfield pavement markings for the runway, taxiway & nine connectors including the movement area boundary marking. Existing markings will be three years old by the time this project is complete and they are beginning to fade badly due to extensive UV exposure as well as several winters of plowing snow using steel cutting edges on the plows to avoid chemical use. The project was completed in calendar year 2013.	8/4/2010	6/30/2012	N/A	N/A	N/A	N/A	N/A	N/A
3	Reconst South Parallel Taxiway A & Elec Upgrade AIP34-03-04-0015-034-2010	FLG	This project will construct the oldest taxiway pavement remaining on the airfield specifically our main parallel Taxiway "A" from approximately the midpoint of the runway (connector A-6) down to the south end of the taxiway/runway at connector A-9. As part of this reconstruction, several persistent drainage issues will be rectified and much of the taxiway sub-grade will be replaced. The project also calls for replacing all of the 20 + year old runway light circuit wiring and installing electrical conduit anywhere the current runway electrical cable is buried unprotected. Airfield sign conditions will also be evaluated during project design and those in need of replacement will be identified and replaced. Project completed 2012.	8/4/2010	6/30/2012	N/A	N/A	N/A	N/A	N/A	N/A

ATTACHMENT H

Public Agency:

City of Flagstaff

Location:

Flagstaff, Arizona

Prj No.	Project Title	Public Agency No.	Detailed Project Description	Physical Dates		Terminal Information					
				Project Start	Project End	Pre-PFC Action			Post-PFC Action		
						Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.
4	Taxiway A Rehab & Electrical Upgrade AIP35-03-04-0015-035-2011	FLG	To remove failed asphalt and sub-base (where needed) and replace with new sub-base (where needed) and asphalt on Taxiway Alpha from A-6 through A-9. Removed Asphalt will be milled and the millings will be placed along taxiway and runway edges and around lights to provide a improved transition. The signage will be brought up to current A/C standards as well as replacing edge lighting that is old and failing. A new density altitude sign will be installed at A-9. New transformers will be installed in lighting vault for this section of work. Existing transformer has failed and using back-up which is near end of life expectancy. Project completed 2013.	9/13/2011	3/31/2013	N/A	N/A	N/A	N/A	N/A	N/A
5	Rehab Taxiway (Westplex Taxi Reconstruction) AIP36-03-04-0015-036-2013	FLG	Drainage Improvements, Westplex Taxilane Reconstruction Project. The pavement in the taxilane areas removed and replaced was the final remaining pavement on the airport which was constructed prior to utilization of performance graded asphalts. The pavement is oxidized and has large transverse thermal cracks that require repeated patching and frequent maintenance. Replacement of these pavements will enhance pilot safety and provide significant improvements to tenants renting hangar space.	9/11/2013	12/31/2014	N/A	N/A	N/A	N/A	N/A	N/A
6	Sustainability Master Plan AIP37-03-04-0015-037-2013	FLG	The objective of this grant was to make sustainability a core objective in airport planning. It would develop initiatives for reducing environmental impacts, achieving economic benefits, and increasing integration with local communities. The grant objective is pursued through preparation of comprehensive, long-range plans that incorporate sustainability. Completion estimated to be 2016.	9/19/2013		N/A	N/A	N/A	N/A	N/A	N/A
7	Design - Mill & Overlay Runway 3/21 New Project	FLG	Design Mill and Overlay Runway 3/21. Design project estimated to be completed 2016.	5/1/2015		N/A	N/A	N/A	N/A	N/A	N/A

ATTACHMENT H

Page 3: Fill in all shaded areas

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Prj No.	Project Title	Any Disagree	Describe Disagreement and Source	Public Agency Reason For Proceeding
1	Snow Removal Equip. AIP34-03-04-0015-034-2010	No		
2	Pavement Markings AIP34-03-04-0015-034-2010	No		
3	Reconst South Parallel Taxiway A & Elec Upgrade AIP34-03-04-0015-034-2010	No		
4	Taxiway A Rehab & Electrical Upgrade AIP35-03-04-0015-035-2011	No		
5	Rehab Taxiway (Westplex Taxi Reconstruction) AIP36-03-04-0015-036-2013	No		
6	Sustainability Master Plan AIP37-03-04-0015-037-2013	No		
7	Design - Mill & Overlay Runway 3/21 New Project	No		
8	Construction - Mill & Overlay Runway 3/21 New Project	No		
9	Airport Master Plan with Aero Survey (AGIS) New Project	No		
10	Environ Assess/Impact Statement Feasibility New Project	No		
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Submit this worksheet with FAA Form 5500.1

If you have any questions about this worksheet, please contact your local Airports District Office

ATTACHMENT H

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Prj No.	Project Title	Project Justification	NEPA Finding	Finding Date	Airspace Finding	Finding Date	Case Number	ALP Finding	Finding Date
1	Snow Removal Equip. AIP34-03-04-0015-034-2010	Reliable operation of a large snowblower is required to prevent extensive wintertime runway closures due to tall snow wind rows. The current snowblower is 4-year overdue for replacement and has major maintenance issues over the past two winters. Replacement will help minimize or eliminate runway/taxiway closures for equipment failure.	Cat-X ▼	n/a	N/A ▼			N/A ▼	
2	Pavement Markings AIP34-03-04-0015-034-2010	Airfield marking will be renewed and refreshed greatly enhancing safety for aviators and ground crews alike. Bold movement area boundaries and runway holdlines will help FLG continue its record of zero incursions due to unambiguous pavement markings. Refreshed runway and threshold marking will make adverse weather operations much safer for FLG's 41,000+ commercial and GA landings annually.	Cat-X ▼	n/a	N/A ▼			N/A ▼	
3	Reconst South Parallel Taxiway A & Elec Upgrade AIP34-03-04-0015-034-2010	Pavement deterioration on this last old segment of parallel taxiway will soon become a FOD hazard if it's not replaced. Much effort and money is expended each spring in crack sealing and otherwise trying to extend the useful life of this 4000' section of taxiway. There is also a grade mismatch at the intersection of TWY A and connector A-6 which needs to be blended to prevent a possible prop strike (or snowplow blade strikes) at some point in the future. Electrical upgrades will enhance the reliability of the entire airfield lighting system, but especially to the runway lights and signs.	Cat-X ▼	n/a	N/A ▼			N/A ▼	

ATTACHMENT H

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Prj No.	Project Title	Project Justification	NEPA Finding	Finding Date	Airspace Finding	Finding Date	Case Number	ALP Finding	Finding Date
4	Taxiway A Rehab & Electrical Upgrade AIP35-03-04-0015-035-2011	Improved lighting and signage to current standards, along replacing failed density altitude sign (increased safety level). Taxiway asphalt replacement will prolong life of taxiway and reduce the chance of FOD. Placing the millings on edge will give a more stable edging during mowing and snow removal processes. Replacing transformers will increase life expectancy and improve efficiency.	Cat-X ▼	8/27/2013	N/A ▼			N/A ▼	
5	Rehab Taxiway (Westplex Taxi Reconstruction) AIP36-03-04-0015-036-2013	Construction of these improvements will increase utility and safety of operations to the airport. New pavements will provide a higher level of service to tenants using these pavements to access their aircraft storage facilities. Project completed 2015.	Cat-X ▼	8/27/2013	▼			▼	
6	Sustainability Master Plan AIP37-03-04-0015-037-2013	There are many benefits of airport sustainability planning, including reduced energy consumption, reduced noise impacts, reduced hazardous and solid waste generation, reduced greenhouse gas emissions, improved water quality, improved community relations, and cost savings. As part of a Federal Aviation Administration pilot program on airport sustainability planning, this grant will promote design, project implementation and financial decisions that will help Pulliam Airport to identify ways to reduce energy consumption and environmental impacts, implement better business practices and improve neighbor relations.	Cat-X ▼	n/a	▼			▼	

ATTACHMENT H

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Prj No.	Project Title	Project Justification	NEPA Finding	Finding Date	Airspace Finding	Finding Date	Case Number	ALP Finding	Finding Date
7	Design - Mill & Overlay Runway 3/21 New Project	Design for Mill & Overlay project planned for construction in FY 2016. Runway surface is experiencing excessive amounts of aggregate separation. The surface is over eight years old at present and will be over 10 at that time. Extreme weather conditions and usage have aged it rapidly. PCI was 60 in 2013. Completion date estimated to be 2016.	Cat-X ▼	n/a	▼			▼	
8	Construction - Mill & Overlay Runway 3/21 New Project	Construction including Mill and Overlay of Runway 3/21 as designed in project above. Runway surface is experiencing excessive amounts of aggregate separation. The surface is over eight years old at present and will be over 10 at that time. Extreme weather conditions and usage have aged it rapidly. PCI was 60 in 2013.	Cat-X ▼	12/30/2014	No ▼			No ▼	
9	Airport Master Plan with Aero Survey (AGIS) New Project	This update would allow public input into the future needs of the Airport and provide for the future. It will give direction and allow discussion of options to better meet the needs of our community. The Airport can get recommendations that assist with the current and future needs.	Cat-X ▼	n/a	N/A ▼			N/A ▼	
10	Environ Assess/Impact Statement Feasibility New Project	Environmental Assessment for Heliport and Land Acquisition. Perimeter road rehabilitation will provide better access for operations and emergency vehicles to all areas of the airport.	Cat-X ▼	n/a	N/A ▼			N/A ▼	
11			▼		▼			▼	
12			▼		▼			▼	
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14			▼		▼			▼	
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City of Flagstaff

**Flagstaff Pulliam Airport
PFC Application**

The City of Flagstaff hereby assures and certifies, with respect to this project that:

1. **Responsibility and authority of the public agency.** It has the legal authority to impose a PFC and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the public agency's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public agency to act in connection with the application.
2. **Compliance with regulation.** It will comply with all provisions of 14 CFR Part 158.
3. **Compliance with state and local laws and regulations.** It has complied, or will comply, with all applicable State and local laws and regulations.
4. **Environmental, airspace and airport layout plan requirements.** It will not use PFC revenue on a project until the FAA has notified the public agency that:
 - (a) Any actions required under the National Environmental Policy Act of 1969 have been completed;
 - (b) The appropriate airspace finding has been made; and
 - (c) The FAA Airport Layout Plan with respect to the project has been approved.
5. **Nonexclusivity of contractual agreements.** It will not enter into an exclusive long-term lease or use agreement with an air carrier or foreign air carrier for projects funded by PFC revenue. Such leases or use agreements will not preclude the public agency from funding, developing, or assigning new capacity at the airport with PFC revenue.
6. **Carryover provisions.** It will not enter into any lease or use agreement with any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge if such agreement for such facility contains a carryover provision regarding a renewal option which, upon expiration of the original lease, would operate to automatically extend the term of such agreement with such carrier in preference to any potentially competing air carrier or foreign air carrier seeking to negotiate a lease or use agreement for such facilities.
7. **Competitive access.** It agrees that any lease or use agreements between the public agency and any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge will contain a provision that permits the public agency to terminate the lease or use agreement if:

- (a) The air carrier or foreign air carrier has an exclusive lease or use agreement for existing facilities at such airport; and
 - (b) Any portion of its existing exclusive use facilities is not fully utilized and is not made available for use by potentially competing air carriers or foreign air carriers.
8. **Rates, fees, and charges.**
- (a) It will not treat PFC revenue as airport revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.
 - (b) It will not include in its rate base by means of depreciation, amortization, or any other method, that portion of the capital costs of a project paid for by PFC revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.
 - (c) Notwithstanding the limitation provided in subparagraph (b), with respect to a project for terminal development, gates and related areas, or a facility occupied or used by one or more air carriers or foreign air carriers on an exclusive or preferential basis, the rates, fees and charges payable by such carriers that use such facilities will be no less than the rates, fees and charges paid by such carriers using similar facilities at the airport that were not financed by PFC revenue.
9. **Standards and specifications.** It will carry out the project in accordance with FAA airport design, construction and equipment standards and specifications contained in advisory circulars current on the date of project approval.
10. **Recordkeeping and Audit.** It will maintain an accounting record for audit purposes for 3 years after physical and financial completion of the project. All records must satisfy the requirements of 14 CFR part 158 and contain documentary evidence for all items of project costs.
11. **Reports.** It will submit reports in accordance with the requirements of 14 CFR part 158, subpart D, and as the Administrator may reasonably request.
12. **Compliance with 49 U.S.C. 47523 through 47528.** It understands 49 U.S.C. 47524 and 47526 require the authority to impose a PFC be terminated if the Administrator determines the public agency has failed to comply with those sections of the United States Code or with the implementing regulations published under the Code.

Jeff Meilbeck, Interim City Manager

Date

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Dean Coughenour, Assistant to City Manager - Risk Management
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Contract: Approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance at an estimated annual cost of \$725,000. (Workers Compensation Insurance Contract).

RECOMMENDED ACTION:

Council approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance at an estimated annual cost of \$725,000.

Executive Summary:

Approval of the renewal of our Workers' Compensation coverage at a reduction of \$120,000. No changes in coverage or insurance providers.

Financial Impact:

By renewing our Workers' Compensation insurance coverage with CopperPoint insurance the City will save an estimated \$120,000 this fiscal period in addition to the \$253,000 we saved at last year's renewal. The estimated annual premium for 2015-2016 is less than the total paid during the 2005-2006 fiscal period. This is the same insurance carrier with the same coverage.

Connection to Council Goal and/or Regional Plan:

Effective governance.

Has There Been Previous Council Decision on This:

Council received a short briefing on our Workers' Compensation renewal during the three day budget retreat.

Options and Alternatives:

- 1) Approve
- 2) Request additional quotes
- 3) Recommend self insurance for the following fiscal period

Community Involvement:

Inform

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Dean Coughenour, Assistant to City Manager -
Risk Management
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Approval of Contract: Approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$875,000. (Renewal of Property and Casualty Insurance Contracts). This renewal is \$30,000 less than last fiscal period and \$350,000 less than budgeted for the 2013-2014 fiscal period. There is no change in deductible and no changes in carriers or coverage from last fiscal period.

RECOMMENDED ACTION:

Council approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$875,000.

Executive Summary:

Approval of our Property and Casualty insurance programs at a savings of \$30,000 for a total of \$875,000. There are no changes in carriers, coverage or deductibles.

Financial Impact:

By renewing our Casualty coverage with Travelers insurance and our Property coverage with AIG the City will save an estimated annual premium expenditure of \$30,000 over last fiscal period.

Connection to Council Goal and/or Regional Plan:

Effective governance.

Has There Been Previous Council Decision on This:

Council received a short briefing on the renewal of our Property and Casualty insurance programs during the three day budget retreat.

Options and Alternatives:

- 1) Approve
- 2) Reject and request quotes
- 3) Self insure our Property and Casualty programs

Community Involvement:

Inform

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Walt Miller, Deputy Chief
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Adoption of Ordinance No. 2015-08: An ordinance of the Flagstaff City Council amending Title VI, *Police Regulations*, of the Flagstaff City Code by amending Section 6-08-001-0005, *Large Parties, Gatherings or Events*, thereof; providing for severability and authority for clerical corrections, and establishing an effective date. (***Amending, revising and supplementing Section 6-08-001-0005, Large Nuisance Parties, Gatherings or Events, of the Flagstaff City Code***)

RECOMMENDED ACTION:

- 1) City Clerk to read Ordinance No. 2015-08 by title only for the final time
- 2) City Clerk reads Ordinance No. 2015-08 by title only (if approved above)
- 3) Adopt Ordinance No. 2015-08

Executive Summary:

In recent years the Flagstaff Police Department has responded to an increasing number of loud, unruly gatherings on large student housing properties. We are always looking for alternatives or better methods to deter this criminal activity and an amendment to our current ordinance would be one alternative.

We would redefine our current ordinance to impose civil sanctions instead of criminal sanctions for a "Nuisance Party" violation. The ordinance would also reflect that a "Nuisance Party" would be defined as a gathering of five (5) or more persons on any private property. The current ordinance calls for fifteen (15) or more persons to be on the premises and more than two (2) officers are needed for the response. Under this amendment any persons attending the party and contributing to the nuisance can be cited on a first response by one or more officers. Also, any sponsor, host or organizer of the event may be cited during a first response.

Civil fines will range from \$250, on the first offense, to \$500 on the second offense within (90, 120, 180) days and \$1000 for the third or subsequent offense within (90, 120, 180) days. This is an amendment from our current ordinance, which the responsible person(s) are billed for our services when more than two (2) officers have responded to the same address within a 90 day period.

Lastly, if the property owner is on the premises during the "Nuisance Party" and takes no reasonable action to prevent the "Nuisance Party" the property owner may be cited. However if the property owner is not on premises but proper notice was provided making the property owner aware of a "Nuisance Party" a civil fine can be imposed if the "Nuisance Party" has occurred within (two (2) weeks, 20, or 30 days) after the notification was made.

The ordinance does allow for a waiver to be issued if the property owner has taken steps reasonably necessary to prevent other parties, is in the process of an eviction, or agrees to actively participate in the

Flagstaff Police Department's Crime Free Multi-Housing Program, or if over 100 individual units obtains private security on the property.

Financial Impact:

There is no financial impact to the City of Flagstaff.

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 demographic.

Has There Been Previous Council Decision on This:

Yes, a Student Housing Work Plan was brought before the Mayor and Council and on January 6, 2015, resolution 2015-01, was passed and adopted. On March 10, 2015 a work session presentation regarding police response to student housing was given to the Mayor and Council.

Additionally, first read of the ordinance was held at the May 5, 2015, City Council meeting.

Options and Alternatives:

- Continue enforcement with current ordinance
- Adopt new amended ordinance

Background/History:

In October of 2009, Ordinance 6-08-0001-0005 regarding "Large Party, or events was modified. Since that time the FPD continues to see the burdens on communities plagued by these types of gatherings. Neighborhoods, particularly those adjacent to or near the University, have consistently borne the burden of residents who violate the peace and tranquility of the community as a whole for their own selfish ends. Public urination, litter from spent alcohol cups and containers, upended trash and recycling receptacles, loud music and noise in the form of amplified music, traffic congestion and parking problems, are just a small sample of the disruptions residential neighbors adjacent to these disturbances are faced with. In essence, the problems associated with disruptive parties constitute quality of life concerns in the community.

The Police Department's goal in regard to loud and disruptive parties is to respond to disturbances quickly in order to minimize their impact on the neighborhood, and to prevent disturbances from growing to an unmanageable and unsafe degree. Often, this requires the involvement of numerous police officers leaving their designated patrol areas to respond to these events. As a result, police response times to the rest of the City are increased and general policing for the remainder of the City may be compromised.

In an effort to help deter criminal behavior associated with nuisance parties, gatherings or events, it is proposed that City Ordinance 6-08-001-0005 be amended. The proposed ordinance is based upon a number of similar ordinances enacted around Arizona, which impose liability based on public nuisance legal theory, upon persons responsible for the private premises where these gatherings take place and those engaged in the nuisance party, event or gathering. Through our research, we believe this is best practice.

In collaboration with the City Attorney's Office we have been in contact with the Tempe Police Department and the Tucson Police Department. Over the years they have faced similar challenges with student housing and each has adopted a specific ordinance to address large unruly/nuisance parties, gatherings or events.

The Nuisance Ordinance will allow officers to issue civil citations for police service and response. Citations can be issued to all responsible persons. This can include any persons in attendance at the

nuisance party, including owner, occupant tenant or tenants guest, or any sponsor, host or organizer. We will no longer charge for police services, but rather impose the following civil penalties; First offense is a \$250 fine. Second offense, after notice is issued and within a (TBD 90-120 or 180) period, the fine is \$500. Third and subsequent offense, the fine is \$1000. The civil penalty does have due process for those that are issued citations, but it will not appear on a person's criminal history.

If an owner of a property is issued a citation under the nuisance ordinance, he/she may petition to the Chief of Police or his designee for a waiver. If the owner has taken steps reasonably necessary to prevent a subsequent nuisance party or to exclude the uninvited persons from the premises or the owner is actively attempting to evict the tenant from the premises a waiver shall be granted.

Also the ordinance allows a waiver to the owner if he/she agrees to actively participate in the Flagstaff Police Department's Crime Free Multi Housing program. This will require tenants to sign a crime free lease addendum and the owner will then be provided, free of charge, police reports regarding criminal activity on the property.

Key Considerations:

In collaboration with the City Attorney's Office, any amended or new ordinance adopted may assist to effectively deter criminal behavior associated with Student Housing properties. We have researched a number of similar ordinances enacted around Arizona, and will present to Council a number of options for an amended ordinance.

Expanded Financial Considerations:

By imposing financial liability on the individuals responsible for disruptive nuisance parties, gatherings or events, it is our hope that this will deter future problems. In doing so, we are effectively restoring the peace, health, safety and welfare of those communities disrupted by a nuisance party, gathering or event and should hold those individuals accountable for their actions. There is no cost to the City to make these amendments.

Community Benefits and Considerations:

Benefits include more peaceful living conditions for those residents living in the areas affected by loud and nuisance parties; a reduction in the crimes normally accompanying these disturbances, such as assaults, littering and criminal damage; more efficient and effective policing of the community because with a reduction in party disturbances; and the officers' time is no longer monopolized by nuisance parties, gatherings or events.

Community Involvement:

We continue to build a collaborative partnership with Northern Arizona University to pass and share information that involves student conduct off campus. The new ordinance information sheet will be included during student orientation and included in their electronic guide book.

The proposed ordinance was presented and discussed in detail on April 15th at the monthly Good Neighborhood Coalition meeting.

All in attendance supported the recommended revisions to the ordinance.

The ordinance was also presented and discussed on April 16th and the Southside Neighborhood Association monthly meeting.

All in attendance supported the recommended revisions to the ordinance.

Attachments: [Ord. 2015-08](#)
[Landlord-tenant](#)
[Notice to Owner](#)
[Notice of Violation](#)
[Information Sheet](#)
[Nuisance Party Ordinance PowerPoint](#)

ORDINANCE NO. 2015-08

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING TITLE VI, *POLICE REGULATIONS*, OF THE FLAGSTAFF CITY CODE BY AMENDING SECTION 6-08-001-0005, *LARGE PARTIES, GATHERINGS OR EVENTS*, THEREOF; PROVIDING FOR SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE FLAGSTAFF CITY COUNCIL AS FOLLOWS:

SECTION 1: The Flagstaff City Code, Title VI, POLICE REGULATIONS, Section 6-08-001-0005, *Large Parties, Gatherings or Events*, is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

6-08-001-0005 ~~LARGE~~ NUISANCE PARTIES, GATHERINGS OR EVENTS:

A. FINDINGS

The City Council of Flagstaff finds and determines that unruly parties, gatherings or events held on private property may constitute a NUISANCE WHICH IS A threat to the peace, health, safety and welfare of the general public. Police officers have been required to make repeated calls RESPONSES to unruly parties, gatherings or events TO ABATE THE NUISANCE AND in order to disperse uncooperative or unruly participants and to restore the public peace and welfare. Such repeat calls deplete the manpower and resources of the police department and can leave other areas of the City with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike.

B. PURPOSE

The purpose of this section is to DETER CRIMINAL BEHAVIOR ASSOCIATED WITH AND allow the City to obtain reimbursement for expenses related to responses to unruly NUISANCE parties, gatherings or events which have been determined to be a threat to the peace, health, safety or welfare of the general public.

C. DEFINITIONS. FOR THE PURPOSES OF THIS SECTION, THE FOLLOWING DEFINITIONS APPLY, UNLESS THE CONTEXT IN WHICH THEY ARE USED CLEARLY REQUIRES OTHERWISE:

1. "OWNER" MEANS THE OWNER OF ANY PROPERTY, AS WELL AS ANY AGENT OF AN OWNER WHO ACTS ON BEHALF OF THE OWNER TO CONTROL OR OTHERWISE REGULATE THE OCCUPANCY OR USE OF THE PROPERTY.

2. "PREMISES" MEANS THE PROPERTY THAT IS THE SITE OF A NUISANCE PARTY. FOR RESIDENTIAL PROPERTIES, PREMISES MEANS THE DWELLING UNIT OR UNITS WHERE THE NUISANCE PARTY OCCURS.
3. "NUISANCE PARTY" MEANS A GATHERING OF FIVE (5) OR MORE PERSONS ON ANY PRIVATE PROPERTY, INCLUDING PROPERTY USED TO CONDUCT BUSINESS, IN A MANNER WHICH CAUSES A DISTURBANCE OF THE QUIET ENJOYMENT OF PRIVATE OR PUBLIC PROPERTY BY ANY PERSON OR PERSONS. SUCH DISTURBANCES MAY INCLUDE, BUT ARE NOT LIMITED TO, EXCESSIVE NOISE OR TRAFFIC, OBSTRUCTION OF PUBLIC STREETS BY CROWDS OR VEHICLES, DRINKING IN PUBLIC, THE SERVICE OF ALCOHOL TO MINORS OR CONSUMPTION OF ALCOHOL BY MINORS, FIGHTING, DISTURBING THE PEACE, AND LITTERING.
4. "RESPONSIBLE PERSON" MEANS ANY PERSON IN ATTENDANCE WHO ENGAGED IN ANY CONDUCT CAUSING THE GATHERING TO BE A NUISANCE PARTY, INCLUDING ANY OWNER WHO IS IN ATTENDANCE, OCCUPANT, TENANT, GUEST OR ANY SPONSOR, HOST OR ORGANIZER OF THE EVENT CONSTITUTING THE NUISANCE PARTY. RESPONSIBLE PERSON DOES NOT INCLUDE OWNERS OR PERSONS IN CHARGE OF PREMISES WHERE A NUISANCE PARTY TAKES PLACE IF THE PERSONS IN ATTENDANCE OBTAINED USE OF THE PREMISES THROUGH ILLEGAL ENTRY OR TRESPASSING.
5. "MINOR" MEANS ANY PERSON UNDER THE AGE OF TWENTY-ONE (21) YEARS.
6. "OFFICER" AND/OR "POLICE OFFICER" MEANS A DULY SWORN PEACE OFFICER IN THE STATE OF ARIZONA.

~~"Unruly party, gathering or event" means a gathering or assembly of persons on private premises within City limits that is a threat to the public peace, health, safety or general welfare from illegal activities, unruly behavior, unreasonably loud or raucous noise, or activities which unreasonably disturb, injure, or endanger the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity.~~

~~Special security assignment" means the police services provided during a second or subsequent call during a (90) ninety day period to the location of an unruly party, gathering or event after a written notice has been given that a police service fee may be imposed for costs incurred by the City for any return or subsequent police response.~~

~~Increased response" means the response of more than two uniformed officers to the scene of an unruly party, gathering or event in which 15 (fifteen) or more persons are present, where necessary to restore the public peace, health, safety and/or general welfare.~~

~~Police service fee" is that fee which shall be imposed for a special security assignment or increased response.~~

~~Responsible person" means any person in actual or lawful control of the premises, or who organized the unruly party, gathering or event. A person need not be present at the time of the party, gathering or event to be deemed responsible.~~

D. ~~WRITTEN NOTICE NUISANCE PARTY. A NUISANCE PARTY IS UNLAWFUL AND CONSTITUTES A CIVIL INFRACTION.~~

1. ~~When a police officer responds to an unruly party, gathering or event THE FIRST NUISANCE PARTY and while at the scene determines that there is a threat to the public peace, health, safety or general welfare, the officer shall issue a written notice OF VIOLATION to any responsible person(S). that a second or subsequent response to that same location or address within ninety (90) days of the first response shall be deemed a special security assignment and that any responsible person may be liable for a police service fee for such special security assignment. THE RESPONSIBLE PERSON(S) WILL BE ASSESSED A CIVIL FEE AS SET FORTH IN SUBSECTION E.~~

(A) ON A FIRST RESPONSE TO A NUISANCE PARTY, THE RESPONSIBLE PERSON(S) SHALL BE ASSESSED A FEE COMMENSURATE WITH A SECOND NUISANCE PARTY, AS SET FORTH IN SUBSECTION E, FOR A FIRST NUISANCE PARTY IF ANY OF THE FOLLOWING CRIMES ARE BEING COMMITTED AT THE FIRST NUISANCE PARTY:

- (I) MINOR IN POSSESSION OF ALCOHOL;
- (II) MINOR IN CONSUMPTION OF ALCOHOL;
- (III) POSSESSION OR USE OF ILLEGAL DRUGS;
- (IV) WEAPONS MISCONDUCT, IN VIOLATION OF ARIZONA REVISED STATUTES SECTION 13-3102; OR
- (V) ANY FELONY OFFENSE.

2. IF, AFTER A WRITTEN NOTICE OF A VIOLATION IS ISSUED POLICE RESPOND FOR A SECOND TIME TO THE SAME PREMISES FOR A NUISANCE PARTY WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE FIRST RESPONSE, SUCH RESPONSE SHALL BE DEEMED A SECOND NUISANCE PARTY AND ANY RESPONSIBLE PERSON(S) AS WELL AS THE OWNER OF THE PREMISES WILL BE ISSUED A WRITTEN NOTICE OF A SECOND VIOLATION AND ASSESSED A CIVIL FEE AS SET FORTH IN SUBSECTION E. NOTICE TO ANY RESPONSIBLE PERSON(S) AND THE OWNER SHALL BE PROVIDED IN THE SAME MANNER AS SET FORTH IN (D)(4). ~~Written notice shall not be required, and a police service fee may be imposed upon a first response requiring an increased police response, if a responding officer reasonably determines that fifteen (15) or more individuals are in attendance and that the unruly party, event, or gathering is so large, unruly, or noisy, or is such an imminent threat to public health and safety that the responding police officer reasonably determines that more than two police officers are necessary to respond to and disperse the unruly party, gathering, or event.~~

(A) ON ANY RESPONSE TO A SECOND NUISANCE PARTY, THE RESPONSIBLE PERSON(S) SHALL BE ASSESSED A FEE

COMMENSURATE WITH A THIRD RESPONSE FEE, AS SET FORTH IN SUBSECTION E, FOR A SECOND NUISANCE PARTY IF ANY OF THE FOLLOWING CRIMES ARE BEING COMMITTED AT THE NUISANCE PARTY:

- (I) MINOR IN POSSESSION OF ALCOHOL;
- (II) MINOR IN CONSUMPTION OF ALCOHOL;
- (III) POSSESSION OR USE OF ILLEGAL DRUGS;
- (IV) WEAPONS MISCONDUCT IN VIOLATION OF ARIZONA REVISED STATUTES SECTION 13-3102; OR
- (V) ANY FELONY OFFENSE.

3. IF, AFTER A WRITTEN NOTICE OF A SECOND VIOLATION IS ISSUED POLICE RESPOND TO THE SAME PREMISES FOR A THIRD OR SUBSEQUENT NUISANCE PARTY WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE SECOND NUISANCE PARTY RESPONSE, SUCH RESPONSE SHALL BE DEEMED A THIRD OR SUBSEQUENT NUISANCE PARTY AND ANY RESPONSIBLE PERSON(S) AS WELL AS THE OWNER OF THE PREMISES WILL BE ISSUED A WRITTEN NOTICE OF A THIRD OR SUBSEQUENT VIOLATION AND ASSESSED A CIVIL FEE AS SET FORTH IN SUBSECTION E. NOTICE TO ANY RESPONSIBLE PERSON(S) AND THE OWNER SHALL BE PROVIDED IN THE SAME MANNER AS SET FORTH IN SECTION (D)(4).

- (A) ON ANY RESPONSE TO A THIRD OR SUBSEQUENT NUISANCE PARTY, THE RESPONSIBLE PERSON(S) SHALL BE ASSESSED A FEE COMMENSURATE WITH TWO (2) TIMES THE FEE FOR A THIRD OR SUBSEQUENT NUISANCE PARTY, AS SET FORTH IN SUBSECTION E, IF ANY OF THE FOLLOWING CRIMES ARE BEING COMMITTED AT THE PARTY:

- (I) MINOR IN POSSESSION OF ALCOHOL;
- (II) MINOR IN CONSUMPTION OF ALCOHOL;
- (III) POSSESSION OR USE OF ILLEGAL DRUGS;
- (IV) WEAPONS MISCONDUCT IN VIOLATION OF ARIZONA REVISED STATUTES SECTIONS 13-3102 ; OR
- (V) ANY FELONY OFFENSE.

4. THE POLICE OFFICER OR OTHER POLICE EMPLOYEE SHALL PROVIDE NOTICE OF THE VIOLATION TO THE RESPONSIBLE PERSON(S) AND THE LANDLORD OR OWNER IN ANY OF THE FOLLOWING MANNERS:

- (A) PERSONAL SERVICE TO ANY RESPONSIBLE PERSON(S) AT THE NUISANCE PARTY.
- (B) AS TO THE RESIDENT(S) OF THE PREMISES, POSTING OF THE NOTICE ON THE DOOR OF THE PREMISES OF THE NUISANCE PARTY.
- (C) MAILING A COPY OF THE NOTICE OF THE NUISANCE PARTY OR NOTICE OF VIOLATION VIA CERTIFIED MAIL TO THE PROPERTY

OWNER AT THE ADDRESS SHOWN ON THE COCONINO COUNTY PROPERTY TAX ASSESSOR'S RECORDS. THE RETURN RECEIPT WILL SERVE AS EVIDENCE OF SERVICE. A COURTESY COPY OF THE NOTICE SHALL BE SENT TO ANY PROPERTY MANAGER IF KNOWN TO THE FLAGSTAFF POLICE DEPARTMENT.

- (D) UPON REQUEST BY LAW ENFORCEMENT THE OWNER MUST PROVIDE THE NAMES OF ANY AND ALL OCCUPANTS LISTED ON THE LEASING DOCUMENTS OF THE PREMISES OF A NUISANCE PARTY.

E. ~~RECOVERY OF COSTS FOR POLICE SERVICES CIVIL PENALTIES~~

1. ~~If, after written notice is given pursuant to Subsection D above, a second or subsequent police response is necessary to the same location or address within ninety (90) days of the first response, such response shall be deemed a special security assignment and any responsible person(s) shall be subject to the police service fee as provided in this Section.~~ THE CIVIL FEES FOR A RESPONSIBLE PERSON(S) ARE AS FOLLOWS:
- (A) FOR A FIRST NUISANCE PARTY VIOLATION THE FEE IS TWO HUNDRED AND FIFTY DOLLARS (\$250.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
 - (B) FOR A SECOND NUISANCE PARTY VIOLATION WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE FIRST NUISANCE PARTY THE FEE IS FIVE HUNDRED DOLLARS (\$500.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
 - (C) FOR A THIRD OR SUBSEQUENT NUISANCE PARTY WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE SECOND NUISANCE PARTY THE FEE IS ONE THOUSAND DOLLARS (\$1000.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
2. ~~In the event an increased response to the scene of a unruly party, gathering or event in which 15 (fifteen) or more persons are present it is necessary to restore the public peace, health, safety and/or general welfare, any responsible person(s) shall be subject to the police service fee as provided in this Section.~~ THE CIVIL FEES FOR THE OWNER OF A PROPERTY ARE AS FOLLOWS:
- (A) IF THE OWNER WAS AT THE PREMISES WHEN THE NUISANCE PARTY OCCURRED AND FAILED TO TAKE REASONABLE ACTION TO PREVENT THE NUISANCE PARTY THE CIVIL FEES ARE AS FOLLOWS:
 - (I) TWO HUNDRED AND FIFTY DOLLARS (\$250.00) FOR THE FIRST NUISANCE PARTY, INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.

- (II) FIVE HUNDRED DOLLARS (\$500.00) FOR THE SECOND NUISANCE PARTY WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE FIRST NUISANCE PARTY, INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
 - (III) ONE THOUSAND DOLLARS (\$100.00) FOR THE THIRD OR SUBSEQUENT NUISANCE PARTY WITHIN ONE HUNDRED TWENTY (120) DAYS OF A SECOND NUISANCE PARTY, INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
- (B) IF NOTICE OF THE FIRST NUISANCE PARTY WAS PROVIDED TO THE OWNER VIA CERTIFIED MAIL AS PROVIDED IN SUBSECTION (D)(4)(C), A CIVIL FEE CAN BE IMPOSED ON THE OWNER IF A SUBSEQUENT NUISANCE PARTY OCCURS ON THE PREMISES THIRTY (30) DAYS AFTER THE RECEIPT OF THE NOTICE OF THE FIRST NUISANCE PARTY. THE FEES ARE AS FOLLOWS:
- (I) TWO HUNDRED AND FIFTY DOLLARS (\$250.00) FOR THE NEXT NUISANCE PARTY THAT OCCURS ON THE PREMISES THIRTY (30) DAYS AFTER NOTIFICATION IS RECEIVED BY THE OWNER, INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
 - (II) FIVE HUNDRED DOLLARS (\$500.00) FOR A SECOND NUISANCE PARTY THAT OCCURS ON THE PREMISES THIRTY (30) DAYS AFTER NOTIFICATION IS RECEIVED BY THE OWNER, INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
 - (III) ONE THOUSAND DOLLARS (\$1000.00) FOR A THIRD OR SUBSEQUENT NUISANCE PARTY THAT OCCURS ON THE PREMISES THIRTY (30) DAYS AFTER NOTIFICATION IS RECEIVED BY THE OWNER, INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.
- (C) WITHIN TEN (10) BUSINESS DAYS OF RECEIPT OF NOTIFICATION OF VIOLATION, THE OWNER MAY PETITION THE CHIEF OF POLICE, OR THE CHIEF'S DESIGNEE, FOR A WAIVER OF THE CIVIL FEE FOR THE FIRST NUISANCE PARTY THAT OCCURS THIRTY (30) DAYS AFTER NOTIFICATION OF THE NUISANCE PARTY WAS RECEIVED, UNDER THE FOLLOWING CIRCUMSTANCES:
- (I) THE OWNER HAS TAKEN STEPS REASONABLY NECESSARY TO PREVENT A SUBSEQUENT NUISANCE PARTY OR TO EXCLUDE THE UNINVITED PERSONS FROM THE PREMISES, OR THE OWNER IS ACTIVELY ATTEMPTING TO EVICT THE RESPONSIBLE PERSONS FROM THE PREMISES.

- (II) THE OWNER AGREES TO ACTIVELY PARTICIPATE IN THE FLAGSTAFF POLICE DEPARTMENT'S CRIME FREE MULTI-HOUSING PROGRAM BY PARTICIPATING IN THE TRAINING PROVIDED BY THE FLAGSTAFF POLICE DEPARTMENT, REQUIRING TENANTS TO SIGN A CRIME FREE LEASE ADDENDUM, AND BY RECEIVING REPORTS REGARDING CRIMINAL ACTIVITY ON THE PREMISES AND TAKING ACTION BASED UPON THOSE REPORTS.
 - (III) THE OWNER OF A PROPERTY WITH OVER ONE HUNDRED (100) INDIVIDUALLY RENTED UNITS OBTAINS AND MAINTAINS PRIVATE SECURITY SERVICES FOR THE ENTIRE PROPERTY.
 - (D) IF AN OWNER EVICTS TENANTS FROM A PREMISES WHERE A NUISANCE PARTY OCCURRED AND NEW TENANTS AT THE SAME PREMISES ARE GIVEN NOTICE OF A NUISANCE PARTY VIOLATION THE OWNER MUST BE RENOTIFIED PURSUANT TO SUBSECTION (D)(1)(A)(3).
3. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO IMPOSE LIABILITY ON THE OWNER, OCCUPANT, OR TENANT OF THE PREMISES OR SPONSER OF THE EVENT CONSTITUTING THE NUISANCE PARTY FOR THE CONDUCT OF PERSONS WHO ARE IN ATTENDANCE WITHOUT THE EXPRESS OR IMPLIED CONSENT OF THE OWNER, OCCUPANT, TENANT, OR SPONSER, AS LONG AS THE OWNER, OCCUPANT, TENANT, OR SPONSER HAS TAKEN STEPS TO PREVENT A SUBSEQUENT NUISANCE PARTY OR TO EXCLUDE THE UNINVITED PERSONS FROM THE PREMISES. WHERE AN INVITED PERSON ENGAGES IN UNLAWFUL CONDUCT WHICH THE OWNER, OCCUPANT, TENANT OR SPONSOR COULD NOT REASONABLY FORESEE AND COULD NOT REASONABLY CONTROL WITHOUT THE INTERVENTION OF THE POLICE, THE UNLAWFUL CONDUCT OF THE PERSON SHALL NOT BE ATTRIBUTABLE TO THE OWNER, OCCUPANT, TENANT OR SPONSOR FOR THE PURPOSE OF DETERMINING LIABILITY UNDER THIS SECTION.

F. ~~POLICE SERVICE FEE-OTHER REMEDIES~~

NOTHING IN THIS ORDINANCE SHALL BE CONSTRUED AS AFFECTING THE ABILITY OF THE STATE TO INITIATE OR CONTINUE CONCURRENT OR SUBSEQUENT CRIMINAL PROSECUTION OF ANY RESPONSIBLE PERSONS OR OWNER FOR ANY VIOLATIONS OF THE PROVISIONS OF THE CITY CODE OR STATE LAW ARISING OUT OF THE CIRCUMSTANCES NECESSITATING THE APPLICATION OF THIS ORDINANCE.

- ~~1. The police service fee shall be according to a schedule adopted by the Police Chief which is based on the number of officers and units per hour. Said schedule may also include appropriate overhead, the cost of any medical treatment to injured officers, and any other loss or damage incurred by the Police Department in the course of a special security assignment or increased response. The fee~~

~~may also include the cost or loss incurred by any other law enforcement agency or City department responding at the request of the Flagstaff Police Department.~~

- ~~2. The police service fee for a special security assignment or increased response shall not exceed one thousand dollars (\$1,000.00) for a single incident.~~
- ~~3. The City does not waive its right to seek reimbursement for costs exceeding one thousand dollars (\$1,000.00) through other legal remedies or procedures.~~
- ~~4. The costs of a police service fee shall be charged against any person who is responsible for the unruly party, gathering or event under this section. If two or more persons are responsible for the unruly party, gathering or event such persons shall be jointly and severally liable for the costs of a police service fee. If the person responsible for the unruly party, gathering or event is a minor, the parents or guardian having custody or control of the minor shall be jointly and severally liable with such minor for the costs of a police service fee. The charge constitutes a debt of that person and is collectible in the same manner as in the case of an obligation under contract. Costs imposed under this section are due and payable upon the expiration of the period to request a hearing under Subsection H or upon notice of the hearing officer's decision if a hearing is requested. The liability imposed by this section is in addition to any liability imposed by the law.~~

~~G. BILLING~~

~~The Chief of Police or any person designated by the Chief of Police shall cause appropriate billings for the police service fee to be made to the responsible person(s). Billings shall include the name and address of the responsible person, the date, time and location of the incident for which a police service fee is imposed, and shall identify the services provided, any loss or damage and such other information as may be relevant.~~

~~H.G. HEARING PROCEDURES~~

- ~~1. A person liable for the costs of a police service CIVIL fee under this section may, within ten (10) days of receipt of notice of the VIOLATION costs imposed, request a hearing with a Hearing Officer designated by the Presiding Magistrate of the Flagstaff Municipal Court.~~
- ~~2. The Hearing Officer shall set a time and place for the hearing as soon as practicable.~~
- ~~3. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to impose the CIVIL costs of the police service fee and the reasonableness of the amount. The rules of evidence shall not apply, provided that the decision of the Hearing Officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence. The Police Department shall have the burden of establishing by a preponderance of the evidence that A VIOLATION HAS OCCURRED. the costs of the police service fee should be imposed and that the amount is reasonable under the circumstances.~~

- 4. The decision of the Hearing Officer is final. A failure of the person NOTIFIED OF THE VIOLATION AS SET FORTH IN SECTION (D)(1)(A) ~~charged with the costs of the police service fee~~ to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity OF THE NOTICE OR VIOLATION. ~~or amount of the costs imposed.~~

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 5. Effective Date.

This ordinance shall become effective 30 days after its adoption.

PASSED AND ADOPTED by the Flagstaff City Council this 19th day of May, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

§ 33-1368. Noncompliance with rental agreement by tenant; failure to pay rent; utility discontinuation; liability for guests; definition

A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement, including material falsification of the information provided on the rental application, **the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten days after receipt of the notice if the breach is not remedied in ten days.** For the purposes of this section, material falsification shall include the following untrue or misleading information about the:

1. Number of occupants in the dwelling unit, pets, income of prospective tenant, social security number and current employment listed on the application or lease agreement.
2. Tenant's criminal records, prior eviction record and current criminal activity. Material falsification of information in this paragraph is not curable under this section.

If there is a noncompliance by the tenant with § 33-1341 materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than five days after receipt of the notice if the breach is not remedied in five days. However, if the breach is remediable by repair or the payment of damages or otherwise, and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate. If there is an additional act of these types of noncompliance of the same or a similar nature during the term of the lease after the previous remedy of noncompliance, the landlord may institute a special detainer action pursuant to § 33-1377 ten days after delivery of a written notice advising the tenant that a second noncompliance of the same or a similar nature has occurred. **If there is a breach that is both material and irreparable and that occurs on the premises, including but not limited to an illegal discharge of a weapon, homicide as defined in §§ 13-1102 through 13-1105, prostitution as defined in § 13-3211, criminal street gang activity as prescribed in § 13-105, activity as prohibited in § 13-2308 (Participating in Criminal Syndicate), the unlawful manufacturing, selling, transferring, possessing, using or storing of a controlled substance as defined in § 13-3451, threatening or intimidating as prohibited in § 13-1202, assault as prohibited in § 13-1203, acts that have been found to constitute a nuisance pursuant to § 12-991 or a breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, the landlord's agent or another tenant or involving imminent or actual serious property damage, the landlord may deliver a written notice for immediate termination of the rental agreement and shall proceed under § 33-1377.**

B. A tenant may not withhold rent for any reason not authorized by this chapter. If rent is unpaid when due and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement by filing a special detainer action pursuant to § 33-1377. Before the filing of a special detainer action the rental agreement shall be reinstated if the tenant tenders all past due and unpaid periodic rent and a reasonable late fee set forth in a written rental agreement. After a special detainer action is filed the rental agreement is reinstated only if the tenant pays all past due rent, reasonable late fees set forth in a written rental agreement, attorney fees and court costs. After a judgment has been

entered in a special detainer action in favor of the landlord, any reinstatement of the rental agreement is solely in the discretion of the landlord.

C. The landlord may recover all reasonable damages, resulting from noncompliance by the tenant with the rental agreement or § 33-1341 or occupancy of the dwelling unit, court costs, reasonable attorney fees and all quantifiable damage caused by the tenant to the premises.

D. The landlord may discontinue utility services provided by the landlord on the day following the day that a writ of restitution or execution is executed pursuant to § 12-1181. Disconnections shall be performed only by a person authorized by the utility whose service is being discontinued. Nothing in this section shall supersede standard tariff and operational procedures that apply to any public service corporation, municipal corporation or special districts providing utility services in this state.

E. The landlord shall hold the tenant's personal property for a period of twenty-one days beginning on the first day after a writ of restitution or writ of execution is executed as prescribed in § 12-1181. The landlord shall use reasonable care in moving and holding the tenant's property and may store the tenant's property in an unoccupied dwelling unit owned by the landlord, the unoccupied dwelling unit formerly occupied by the tenant or off the premises if an unoccupied dwelling unit is not available. If the tenant's former dwelling unit is used to store the property, the landlord may change the locks on that unit at the landlord's discretion. The landlord shall prepare an inventory and promptly notify the tenant of the location and cost of storage of the personal property by sending a notice by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternative addresses known to the landlord. To reclaim the personal property, the tenant shall pay the landlord only for the cost of removal and storage for the time the property is held by the landlord. Within five days after a written offer by the tenant to pay these charges the landlord must surrender possession of the personal property in the landlord's possession to the tenant upon the tenant's tender of payment. If the landlord fails to surrender possession of the personal property to the tenant, the tenant may recover the possessions or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of the possessions before the twenty-one days specified in this section or after the tenant's offer to pay. The tenant shall pay all removal and storage costs accrued through the fifth day after the tenant's offer to pay is received by the landlord or the date of delivery or surrender of the property, whichever is sooner. Payment by the tenant relieves the landlord of any further responsibility for the tenant's possessions.

F. A tenant does not have any right of access to that property until all payments specified in subsection E of this section have been made in full, except that the tenant may obtain clothing and the tools, apparatus and books of a trade or profession and identification or financial documents including all those related to the tenant's immigration status, employment status, public assistance or medical care. If the landlord holds the property for the twenty-one day period and the tenant does not make a reasonable effort to recover it, the landlord, upon the expiration of twenty-one days as provided in this subsection, may administer the personal property as provided in § 33-1370, subsection E. The landlord shall hold personal property after a writ of restitution or writ of execution is executed for not more than twenty-one days after such an execution. Nothing in this subsection shall preclude the landlord and tenant from making an agreement providing that the landlord will hold the personal property for a period longer than twenty-one days.

G. For the purposes of this chapter, the tenant shall be held responsible for the actions of the tenant's guests that violate the lease agreement or rules or regulations of the landlord if the tenant could reasonably be expected to be aware that such actions might occur and did not attempt to prevent those actions to the best of the tenant's ability.

H. For purposes of this section, “days” means calendar days.

§ 33-1341. Tenant to maintain dwelling unit

The tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises.
6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.
- 7. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.**
8. Promptly notify the landlord in writing of any situation or occurrence that requires the landlord to provide maintenance or make repairs or otherwise requires the landlord to take action as prescribed in § 33-1324.

§ 12-991. Nuisance; applicability; residential property used for crime; action to abate and prevent; notice; definitions

A. Residential property that is regularly used in the commission of a crime is a nuisance, and the criminal activity causing the nuisance shall be enjoined, abated and prevented.

B. If there is reason to believe that a nuisance as described in subsection A of this section exists, the attorney general, the county attorney, the city attorney, an association of homeowners or property owners established by a recorded contract or other declaration, including a condominium association as defined in § 33-1202 and a planned community association as defined in § 33-1802, or a resident of a county or city who is affected by the nuisance may bring an action in superior court against the owner, the owner's managing agent or any other party responsible for the property to abate and prevent the criminal activity.

C. The court shall not assess a civil penalty against any person unless that person knew or had reason to know of the criminal activity.

D. An injunction that is ordered pursuant to this article shall be necessary to protect the health and safety of the public or prevent further criminal activity.

E. An order shall not affect the owner's interest in the property unless all of the following apply:

1. The owner is a defendant in the action.
2. The owner knew of the criminal activity.
3. The owner failed to take reasonable, legally available actions to abate the nuisance.

F. If the owner, the owner's managing agent or the party responsible for the property knows or has reason to know of the criminal activity and fails to take reasonable, legally available actions to abate the nuisance, a governmental authority may abate the nuisance. The court may assess the owner for the cost of abating the nuisance. On recording with the county recorder in the county in which the property is located, the assessment is prior to all other liens, obligations or encumbrances except for prior recorded mortgages, restitution liens, child support liens and general tax liens. A city, town or county may bring an action to enforce the assessment in the superior court in the county in which the property is located.

G. For purposes of this section, an owner, the owner's managing agent or the party responsible for the property is deemed to know or have reason to know of the nuisance if the owner, the owner's managing agent or the party responsible for the property has received notice from a governmental authority of documented reports of criminal offenses occurring on the residential property.

H. A law enforcement agency, a city attorney, a county attorney, the attorney general or any other person who is at least twenty-one years of age may serve the notice provided for in subsection G of this section, either personally or by certified mail. If personal service or service by certified mail cannot be completed or the address of the person to be notified is unknown, notice may be served by publishing the notice three times within ten consecutive days in a newspaper of general circulation in the county in which the property is located. In all cases a copy of the notice shall be posted on the premises where the nuisance exists.

I. The notice shall be printed in at least twelve-point type in substantially the following form:

Notice

This is formal notice that the property at (insert address and unit number if applicable) has had (insert number of) arrests or (insert number of) documented reports of alleged criminal activity and is considered a nuisance under § 12-991, Arizona Revised Statutes. A copy of the police report numbers is attached. Police reports are available at (insert applicable police agency).

Within five business days you must begin to take action that is legally available to you to abate the nuisance from the property. If you fail to do so, a restraining order to abate and prevent continuing or recurring criminal activity will be pursued.

If you fail to cooperate to abate the nuisance, the appropriate authorities will abate the nuisance and their costs will be a lien on the property.

You may contact (local agency) in order to obtain information on how to abate the nuisance.

J. For the purposes of this article:

1. "Owner" means a person or persons or a legal entity listed as the current title holder as recorded in the official records of the county recorder in the county in which the title is recorded.

2. "Owner's managing agent" means a person, corporation, partnership or limited liability company that is authorized by the owner to operate and manage the property.

§ 33-1370. Abandonment; notice; remedies; personal property; definition

A. If a dwelling unit is abandoned after the time prescribed in subsection H of this section, the landlord shall send the tenant a notice of abandonment by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternate addresses known to the landlord. **The landlord shall also post a notice of abandonment on the door to the dwelling unit or any other conspicuous place on the property for five days.**

B. **Five days after notice of abandonment has been both posted and mailed, the landlord may retake the dwelling unit and rerent the dwelling unit at a fair rental value if no personal property remains in the dwelling unit.** After the landlord retakes the dwelling unit, money held by the landlord as a security deposit is forfeited and shall be applied to the payment of any accrued rent and other reasonable costs incurred by the landlord by reason of the tenant's abandonment.

C. If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

D. After the landlord has retaken possession of the dwelling unit, the landlord may store the tenant's personal possessions in the unoccupied dwelling unit that was abandoned by the tenant, in any other available unit or any storage space owned by the landlord or off the premises if a dwelling unit or storage space is not available. The landlord shall notify the tenant of the location of the personal property in the same manner prescribed in subsection A of this section.

E. The landlord shall hold the tenant's personal property for a period of ten days after the landlord's declaration of abandonment. The landlord shall use reasonable care in holding the tenant's personal property. If the landlord holds the property for this period and the tenant makes no reasonable effort to recover it, the landlord may sell the property, retain the proceeds and apply them toward the tenant's outstanding rent or other costs which are covered in the lease agreement or otherwise provided for in title 33, chapter 10 or title 12, chapter 8 and have been incurred by the landlord due to the tenant's abandonment. Any excess proceeds shall be mailed to the tenant at the tenant's last known address. A tenant does not have any right of access to that property until the actual removal and storage costs have been paid in full, except that the tenant may obtain clothing and the tools, apparatus and books of a trade or profession and any identification or financial documents, including all those related to the tenant's immigration status, employment status, public assistance or medical care. If provided by a written rental agreement, the landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

F. For a period of twelve months after the sale the landlord shall:

1. Keep adequate records of the outstanding and unpaid rent and the sale of the tenant's personal property.

2. Hold any excess proceeds which have been returned as undeliverable for the benefit of the tenant.

G. If the tenant notifies the landlord in writing on or before the date the landlord sells or otherwise disposes of the personal property that the tenant intends to remove the personal property from the dwelling unit or the place of safekeeping, the tenant has five days to reclaim the personal property. To reclaim the personal property the tenant must only pay the landlord for the cost of removal and storage for the period the tenant's personal property remained in the landlord's safekeeping.

H. In this section "abandonment" means either the absence of the tenant from the dwelling unit, without notice to the landlord for at least seven days, if rent for the dwelling unit is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the residence or the absence of the tenant for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of the tenant's personal property is in the dwelling unit.

§ 33-1375. Periodic tenancy; hold-over remedies

A. The landlord or the tenant may **terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.**

B. The landlord or the tenant may terminate a **month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.**

C. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the landlord, whichever is greater. If the landlord consents in writing to the tenant's continued occupancy, § 33-1314, subsection D applies.

§ 33-1342. Rules and regulations

A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. Such rules or regulations are enforceable against the tenant only if:

1. Their purpose is **to promote the convenience, safety or welfare of the tenants** in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally.

2. They are reasonably related to the purpose for which adopted.

3. They apply to all tenants in the premises in a fair manner.

4. They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply.

5. They are not for the purpose of evading the obligations of the landlord.

6. The tenant has notice of them at the time the tenant enters into the rental agreement.

B. A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if a thirty day notice of its adoption is given to the tenant and it does not constitute a substantial modification of the tenant's rental agreement.

C. If state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting existing rental agreements, the landlord may make immediate amendments to lease agreements to bring them into compliance with the law. The landlord shall give a tenant written notice that the tenant's lease agreement has been amended, and the notice shall provide a brief description of the amendment and the effective date.

Notification to Owner of Nuisance Party

Date

Address

Dear Property Owner,

This Notification of a Nuisance party is being provided to you pursuant to Flagstaff City Code section 6-08-001-005(D)(4)(c). On or about [DATE OF PARTY] officers with the Flagstaff Police Department responded to your property located at [ADDRESS OF PARTY] and determined a nuisance party was occurring in violation of Flagstaff City Code 6-08-001-0005(D) as documented in Flagstaff Police Departmental report number [DR NUMBER].

The Coconino County property tax assessment records indicate you are the owner of the property therefore notice of the nuisance party is being sent to you. If after XXXX days of receipt of this notice another nuisance party occurs at this property you can be held civilly liable for a fee pursuant to Flagstaff City Code Sections 06-08-001-0005(D)(2) and (3) as well as the amount of fees outlined in subsection 06-08-001-0005(E)(2)(b).

Enclosed you will find a copy of the information sheet regarding the city ordinance and can find a copy of the ordinance online at the City of Flagstaff website. If you have any questions regarding this notification please contact XXXXX with the Flagstaff Police Department.

Sincerely,

XXXXXX
Flagstaff Police Department

Notice to Owner of Violation of Nuisance Party

Date

Address

Dear Property Owner,

This Notice of Violation is being provided to you pursuant to Flagstaff City Code section 6-08-001-005(D). On or about [DATE OF PARTY] officers with the Flagstaff Police Department responded to your property located at [ADDRESS OF PARTY] and determined a nuisance party was occurring in violation of Flagstaff City Code 6-08-001-0005(D) as documented in Flagstaff Police Departmental report number [DR NUMBER].

The Coconino County property tax assessment records indicate you are the owner of the property therefore notice of the nuisance party is being sent to you. Additionally our internal records show that on [DATE OF RETURN RECEIPT OF NOTIFICATION OF NUISANCE PARTY] you received notice of a nuisance party and that if after XXXX days of receipt of this notice another nuisance party occurs at this property you can be held civilly liable for a fee pursuant to Flagstaff City Code Sections 06-08-001-0005(D)(2) and (3) as well as the amount of fees outlined in subsection 06-08-001-0005(E)(2)(b).

This Notice of Violation also serves to inform you that you may, within 10 business days of receipt of this notice, request the civil penalty assess against you be waived by the Chief of Police or his designee under Flagstaff City Code Section 06-08-001-0005(E)(2)(c). If you qualify for a waiver and wish to request one please contact XXXX within 10 business days. If you have any questions regarding this notification please contact XXXXX with the Flagstaff Police Department.

Sincerely,

XXXXX
Flagstaff Police Department

Nuisance Party Ordinance Flagstaff City Code 6-08-001-0005
Effective Date June 2015

-A nuisance party is defined as a gathering of 5 or more persons on any private property, including property used to conduct business, in a manner which causes a disturbance of the quiet enjoyment of private or public property by any person or persons. Such disturbances may include, but are not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and littering.

- The following people CAN be cited for a civil violation if at the party:

- (1) ANY persons attending the party who engage in any conduct that causes the party to be a nuisance, i.e., causing the excessive noise, littering, drinking in public, etc. (see definition above).
- (2) An occupant or tenant.
- (3) A guest of a tenant.
- (4) Any sponsor or host or organizer of the event.
- (5) Any owner of the property who is attending the party.

- Civil Penalties for a violation of the ordinance for the persons listed above are as follows:

1st nuisance party = \$250.00 fee

2nd nuisance party within 120 days of the 1st party, at the same address = \$500.00 fee

3rd or subsequent nuisance party within 120 days of the 2nd party at the same address) = \$1000.00

- If additional criminal activity is occurring at the nuisance party in addition to the nuisance itself such as minors in possession of alcohol or consuming alcohol, possession or use of illegal drugs, weapons misconduct in violation of Arizona Revised Statute 13-3102, or any felony offenses then fines are as follows:

1st offense = \$500.00

2nd offense = \$1000.00

3rd offense = \$2000.00

- Owners of a property who do not have notice of the fact a nuisance party has occurred on their property will not be held civilly liable under the ordinance.

- Notice there has been a nuisance party is mailed to the owner of the property at the address shown on the Coconino County Property Tax Assessor's Records via certified mail. Once a return receipt for that certified mail is received the owner can be held civilly liable under this ordinance for any additional nuisance parties that occur on the property 30 days after receipt of the notice. If a nuisance party occurs after an owner has received notice of the first nuisance party and a notice of violation will be sent to the owner via certified mail.

*An owner can apply to the Chief of Police within 10 Business days of receipt of a notice of violation to waive the civil penalty if the owner has taken steps reasonably necessary to prevent other parties, agrees to actively participate in the Flagstaff Police Department's Crime Free Multi-Housing Program, or obtains private security on the property if there are over one hundred individual units.

Nuisance Party Ordinance

Amends FCC 6-08-001-0005

Definitions

- Owner
- Premises
- Nuisance Party
- Responsible Person
- Minor

Nuisance Party

- Gathering of five (5) or more persons
- On private property (including a business)
- Which causes a disturbance
- May include excessive noise or traffic, blocking streets, drinking in public, minors drinking fighting or littering.

Responsible Person

- Owner (at the party)
- Occupant or tenant
- Guest
- Sponsor, host, or organizer of the event
- Persons at the party who are engaged in conduct causing the nuisance
- DOES NOT include owner or person in charge, if the persons illegally entered the premises

Violations

6-08-001-0005(D)

- (D)(1) First Nuisance Party
- (D)(1)(a) First Nuisance Party with additional criminal violations
- (D)(2) Second Nuisance Party
- (D)(2)(a) Second Nuisance Party with additional criminal violations
- (D)(3) Third or Subsequent Nuisance Party
- (D)(3)(a) Third or Subsequent Nuisance Party with additional criminal violations

Options for 2nd and 3rd Offense

- Time frames between Violations
- Current time frame is 90 days
- Proposed Options
 - 90 days
 - 120 days
 - 180 days

Notification

6-08-001-0005(D)(4)

- (D)(4)(a) Personal service to the responsible person at the party.
- (D)(4)(b) For the Residents posting of the notice on the door of the premises.
- (D)(4)(c) Owner shall be notified via certified mail to address on record with county tax assessors. (Courtesy copy to property manager)

Civil Penalties

6-08-001-0005(E)

Responsible Persons

1st Offense = \$250.00

1st Offense with additional crimes =
\$500.00

2nd Offense = \$500.00

2nd Offense with additional crimes =
\$1000.00

3rd Offense = \$1000.00

3rd Offense with additional crimes =
\$2000.00

Civil Penalties

6-08-001-0005(E)

If Owner is at the Party

1st Offense = \$250.00

1st Offense with additional crimes =
\$500.00

2nd Offense = \$500.00

2nd Offense with additional crimes =
\$1000.00

3rd Offense = \$1000.00

3rd Offense with additional crimes =
\$2000.00

Civil Penalties

6-08-001-0005(E)

Owner is not at the Party

1st Party prior to notification to owner
= NO Fine

1st Party after notification to owner
= \$250.00

2nd Party after notification to owner
= \$500.00

3rd Party after notification to owner
= \$1000.00

Notification Options

- Options in terms of how soon after notification the Owner can be fined.
- 2 weeks, 20 days, or 30 days
- Landlord tenant act
 - Breach of rental agreement is 10 day notice
 - For specific criminal activity 5 days
 - Termination of month to month 30 days
 - Termination of weekly is 10 days
 - Immediate termination under some circumstances

Waivers for Owners

6-08-001-0005(E)(2)(b)

- Owners may petition to Chief of Police for waiver of the fee within 10 Business Days of Receipt of Notice of violation if:
 - (1) Owner has taken steps reasonably necessary to prevent subsequent nuisance party or started eviction process
 - (2) Agrees to actively participate in Crime Free Multi-Housing Program
 - (3) If over 100 units gets private security

Special Provisions

- 6-08-001-0005(E)(2)(d) If owner evicts tenant that had party and new tenant comes in and also has a party owner must be provided notice all over again.
- 6-08-001-0005(E)(3) Limits the liability of the owner or responsibility for actions of people present without their consent or for actions that were not foreseeable.
- 6-08-001-0005(F) Allows for law enforcement to still use other criminal state statutes if necessary as well.
- 6-08-001-0005(G) Provisions for Hearings

Implementation

- Community Outreach
- Information sheet for members of public
- Met with Court administration
- Department In-service training on new Ordinance
- Assigned to Special Enforcement Squad

Department Policy

- Focus will be on tenants and those individuals causing the disturbance
- Goal to partner with managers and property owners
- Notice to owners of the first nuisance party to include information sheet
- Notice of violation to owners provides information about waiver process

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: David McIntire, Asst to CM for RE/Acting Com.
Inv. Mgr.
Co-Submitter: Gail Jackson, Econ. Dev. Sales & Marketing
Specialist
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Adoption of Resolution No. 2015-16 : A resolution of the Council of the City of Flagstaff, Arizona, memorializing direction for staff to bring an ordinance for consideration providing eight acres of land on McMillan Mesa to the Arizona Department of Veterans' Services (AZDVS) for use as a skilled nursing facility to serve veterans.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2015-16 by title only
- 2) City Clerk reads Resolution No. 2015-16 (if approved above)
- 3) Adopt Resolution No. 2015-16

Executive Summary:

The Resolution provides direction to staff regarding the potential donation of City-owned land on McMillan Mesa to the AZDVS. The donation of the land is the first in a series of steps intended to result in the development and operation of a sixty (60) bed AZDVS skilled nursing facility for veterans.

The area under consideration is an eight acre portion of a large parcel of land owned by the City of Flagstaff near the intersection of Gemini Drive and Cedar Avenue. The space is currently being used for materials storage. On the north end it is near the APS substation and on the south end it is bounded by an APS easement. The east boundary is along an urban trail and the west is bounded by the Gemini Drive Right of Way. It is currently zoned as residential property and would need a conditional use permit to be approved before AZDVS could construct and operate the facility. In the Regional Plan, it has an open designation.

The potential disposition of this and the surrounding area has been discussed by City Council many times over the past sixty (60) years. There have been conversations and actions considered regarding its use for open space, recreation, sale for development and other opportunities. As a part of the current discussion staff has held public meetings and has presented to the Parks and Recreation Commission and the Open Spaces Commission since this use is not consistent with plans they had approved previously. Both those bodies approve of the potential use of the land for a skilled nursing facility for veterans.

Should Council choose to approve the Resolution, the land would be donated to the AZDVS by ordinance with a recapture provision which would require ownership to transfer back to the City if the property was not under design or construction within a prescribed period of time. If the donation is completed, the next steps will be to request funding from the State of Arizona and the Federal government consistent with how this model has functioned in Phoenix, Tucson and is in process in Yuma.

Financial Impact:

The largest financial impact in the donation is the value of the land. The appraisal is currently underway. However, based on a review of previous and currently open transactions, the cost could be estimated as between \$3.25 million and \$4.5 million dollars. There will also be some administrative costs to the City for the completion of the donation including appraisal fees and survey work.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

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

Has There Been Previous Council Decision on This:

City Council provided staff direction in a recent work session to explore the details of the potential donation and come back for formal consideration. There have been no Council actions on this particular item although there has been a long history of discussion of the use of this land.

Options and Alternatives:

1) Approve the Resolution and memorialize the direction to donate the land to the ADVS for use providing a skilled nursing facility. Pro: This provides the first critical step in the model used in previous projects and will put Flagstaff in line for a facility to serve veterans. Cons: The land has monetary value and value to the community and its donation will trade those values for the possible veterans home.

2) Not approve the Resolution and direct staff to perform a formal procurement process intended to identify alternative locations.

Pros: May result in an alternative location that has lower value. Cons: The action would delay the process, could possibly result in a loss of the opportunity, and if the City sold the land under consideration to pay for the additional property it could result in development on the land regardless.

3) Not approve the Resolution. Pros: Preserves the land for future use. Cons: Prevents the possible development of a skilled nursing facility for veterans.

Background/History:

As discussed in previous work sessions, the potential skilled nursing facility will be owned and operated by AZDVS and will potentially provide sixty (60) beds and eighty (80) jobs in Flagstaff. It will provide skilled care to veterans from the area and there is currently no other AZDVS facility north of Phoenix. The City's contribution is exclusively the land and there will be no additional cost to the city for development or operations. The City will not have control over the development or operations of the facility.

The property is currently impacted by its use as a materials yard and is relatively flat and developable. There is construction currently underway on private land to the west across Gemini Drive and additional

ARIZONA DEPARTMENT OF
VETERANS SERVICES
FLAGSTAFF VETERANS
HOME

MAY 12, 2015

Presented by:

Dave McIntire, Assistant to City Manager,
Real Estate

Gail Jackson, Sales & Marketing Specialist

Regional Facility

- ▣ State does not currently offer a long term care veterans' facility north of Phoenix.
- ▣ Provides care options with camaraderie and a unique culture for veterans and allows them to stay in northern Arizona.
- ▣ Synergies with medical facilities in the area.

Flagstaff

- ▣ 60 Beds, 80 jobs
- ▣ 10-15 acres was requested. Functions with 8 acres.
- ▣ State will provide 35%---Feds provide 65%
- ▣ The City is not being asked to pay any operation or construction costs outside of the land provision.
- ▣ City Staff provided ADVS staff a brief tour.

Options

- ▣ Provide direction to use resources to pursue additional information about the McMillan Mesa parcel.
- ▣ Provide direction for staff to research private parcels that may be less expensive (and still satisfy the AZDVS requirements) for purchase.
- ▣ Both - Limited resources towards option 1 while researching option 2 viability.

Visual Depiction of Site Location

McMillan Mesa



McMillan Mesa



Private Land Option



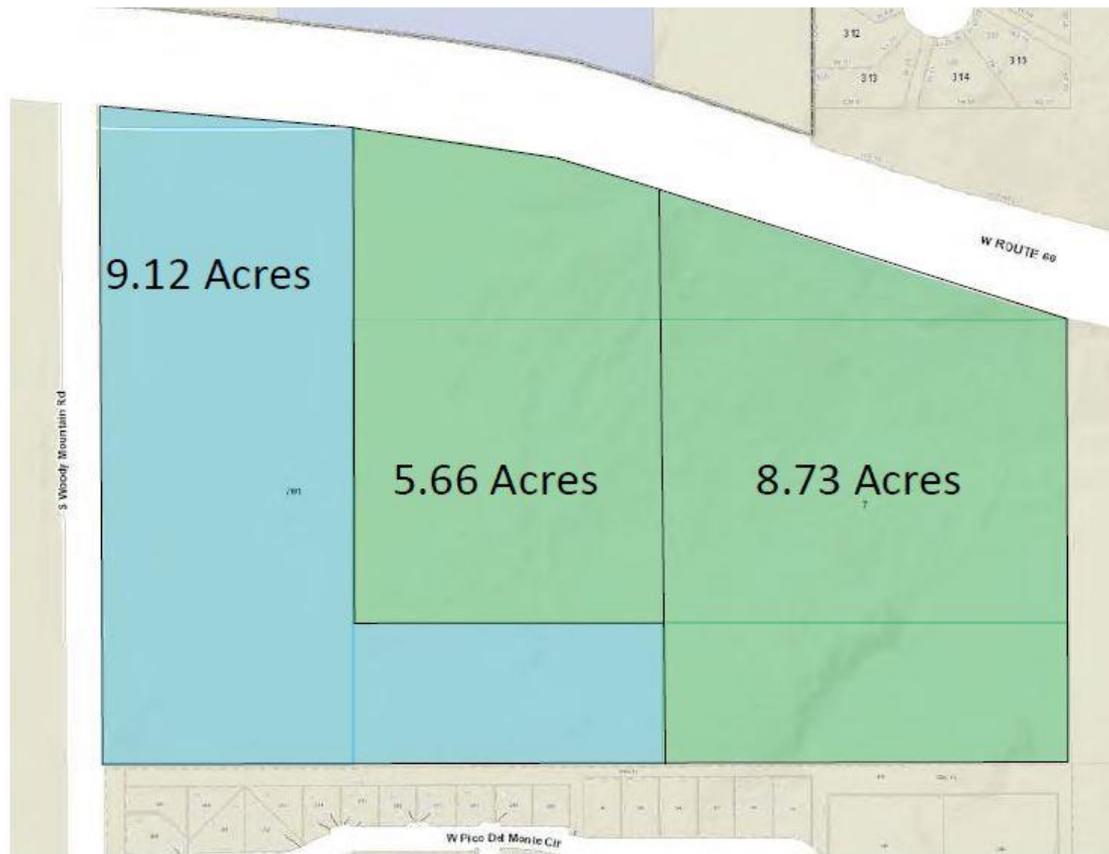
Private Land Option



All dimensions, sizes and lines are estimates only and must be verified by all purchasers

Private Land Option

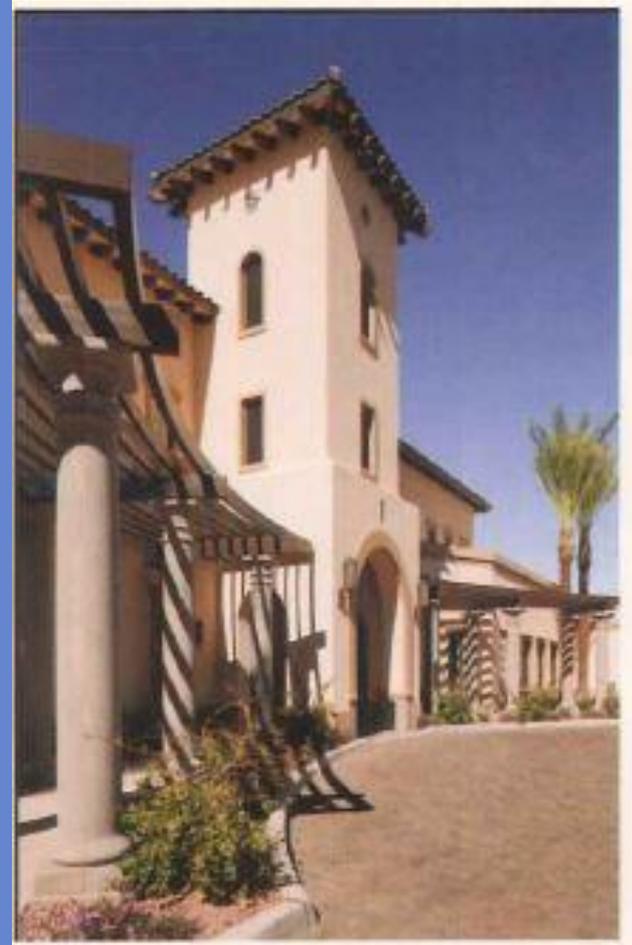
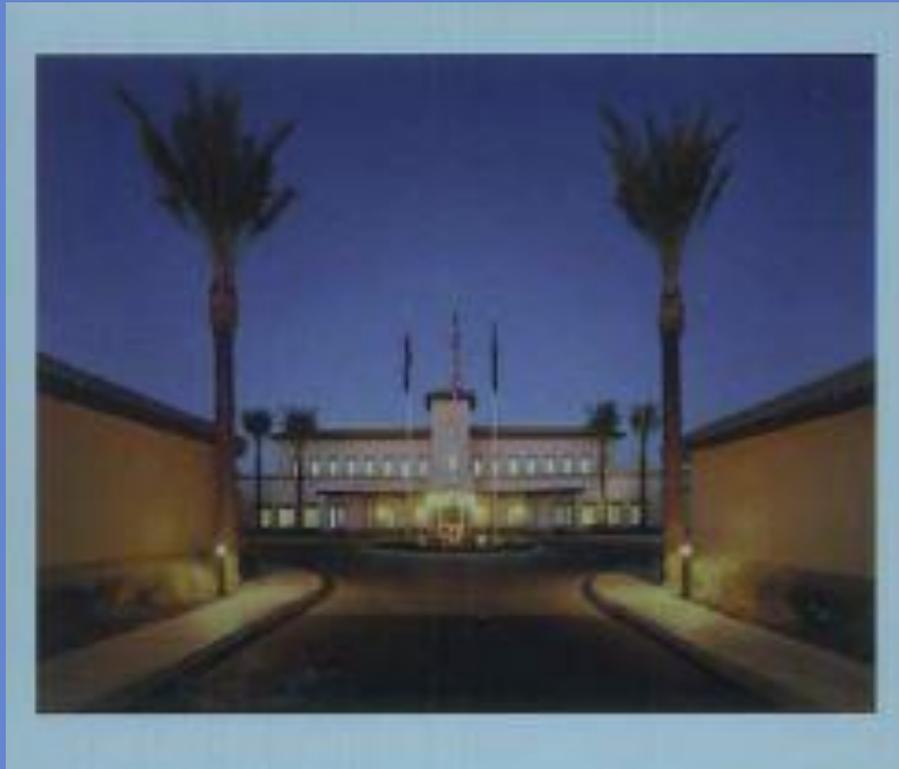
State Trust Lease Fee Ownership



Public Outreach

- ▣ Parks & Recreation Commission
- ▣ Open Space Commission
- ▣ Two Open House Meetings advertised in the Daily Sun
- ▣ Flyers and individual comments and questions

Tucson Facility



McMillan Mesa

- ▣ Staff recommendations for any transfer:
 - The deed have a recapture provision in case the project did not proceed.
 - Deed has a provision requiring the AZDVS to work with City of Flagstaff code and building requirements. No guarantee the State would accept these requirements.

Options

- ▣ 1) Approve the resolution to begin the process of deed transfer and the first step in securing the veterans' facility in the AZDVS model.
- ▣ 2) Not approve the resolution and direct staff to perform an RFP and formally identify other land for consideration.
- ▣ 3) Reject the resolution and offer different city land (already rejected by AZDVS) or terminate the project.

RESOLUTION NO. 2015-16

**RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA,
MEMORIALIZING DIRECTION FOR STAFF TO BRING AN ORDINANCE FOR
CONSIDERATION PROVIDING APPROXIMATELY EIGHT ACRES OF LAND
ON MCMILLAN MESA TO THE ARIZONA DEPARTMENT OF VETERANS'
SERVICES ("AZDVS") FOR USE AS A SKILLED NURSING FACILITY TO
SERVE VETERANS**

RECITALS:

WHEREAS, the City Council is authorized under the Flagstaff City Charter to make decisions regarding the disposition of real property (land) owned by the City of Flagstaff; and

WHEREAS, the ability of City staff and the community to know and understand the City Council's desires regarding certain parcels of unrestricted land is beneficial to the future disposition of the parcels; and

WHEREAS, on March 10, 2015, City staff presented to City Council a potential opportunity to provide a City-owned portion of McMillan Mesa to AZDVS for a veterans' facility; and

WHEREAS, staff has presented this proposed action to the Open Spaces Commission and the Parks and Recreation Commission and held two public open houses; and

WHEREAS, to complete the provision of land to AZDVS for a veterans' facility, an ordinance and specific legal documents must be approved by the City Council; and

WHEREAS, AZDVS agrees to comply with the City of Flagstaff's Outdoor Lighting Standards; and

WHEREAS, AZDVS agrees to limit the height of the veterans' facility buildings to two stories; and

WHEREAS, AZDVS acknowledges that, although it is not bound to follow the City of Flagstaff's design standards, it will work with the Flagstaff community to identify an appropriate design for the facility that fits within the City's existing landscape.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA does hereby memorialize its direction to provide approximately eight (8) acres of City land on McMillan Mesa to AZDVS through an appropriate mechanism as follows:

Section 1. The parcel identified as Coconino County Assessor Parcel Number (APN) 109-02-001N, will have an ordinance brought forward for City Council consideration and possible

action to provide approximately eight (8) specific acres of said parcel to the AZDVS for use in developing and operating a skilled nursing facility for veterans.

Section 2. Said ordinance will have a legal description for the specific eight (8) acres and clearly articulated provisions related to the recapture of the entire eight (8) acres of land by the City of Flagstaff within a prescribed period of time.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David McIntire, Asst to CM for RE/Acting Com.
Inv. Mgr.

Date: 05/11/2015

Meeting Date: 05/19/2015



TITLE:

Consideration and Adoption of Ordinance No. 2015-10 : An ordinance of the Flagstaff City Council authorizing the City of Flagstaff to accept specific deeds of real property and easements and providing for the repeal of conflicting ordinances, severability, and authority for clerical corrections, and establishing an effective date ***(Adopt ordinance authorizing acceptance of real property deeds and easements)***.

RECOMMENDED ACTION:

At the City Council meeting of May 19, 2015

- 1) Read Ordinance No. 2015-10 by title only for the first time
- 2) City Clerk reads Ordinance No. 2015-10 by title only (if approved above)

At the City Council meeting of June 2, 2015

- 3) Read Ordinance No. 2015-10 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-10 by title only (if approved above)
- 5) Adopt Ordinance No. 2015-10

Executive Summary:

Real property, whether in fee or in easement form, is often acquired during the development review process through dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights of way or other public purposes. The City Charter, in Article VII Section 5, requires the City to acquire real property by ordinance. The approval of this ordinance will formally accept the real property donated or dedicated to the city through the development review process or as necessary for an approved capital improvements project.

Financial Impact:

Real property is considered a fixed asset in the city. Until City Council approves an ordinance accepting the acquisition that value is not recognized in an audit so while there is actual financial expenditure associated with these acquisitions, there is a fixed asset value the city receives through this action.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3) 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:

Goal OS 1 -The region has a system of open lands, such as undeveloped corridors and habitat areas,

trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Goal WR4 - Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment distribution and collection systems in both urbanized and newly developed areas of the city to provide efficient delivery of services.

Goal WR5 - Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections and rainwater harvesting.

Goal LU7 - Provide for public services and infrastructure.

Goal T4 - Promote transportation infrastructure and services that enhance the quality of life of communities within the region.

Has There Been Previous Council Decision on This:

An ordinance accepting previous dedications and donations was approved in October 2014. No previous decisions have been made regarding the dedications and donations listed in Exhibit A of the ordinance.

Options and Alternatives:

- 1) Approve Ordinance No. 2015-10 and accept the dedicated and donated real property into City of Flagstaff ownership. Pros: Formalizes the transfer of property rights to provide for community goals and benefits. Cons: No cons.
- 2) Approve Ordinance No. 2015-10 after removing specific acquisitions and accept the remaining dedicated and donated real property into City of Flagstaff ownership. Pros: Formalizes the transfer of property rights. Cons: No cons.
- 3) Not approve Ordinance No. 2015-10 and not accept the dedicated and donated property under consideration. This will nullify the dedication or donation and the grantor will retain ownership. Pros: No pros known. Cons: This will remove protections for utilities, trails, drainage and other public purposes.

Background/History:

Real property is acquired by the City, as necessary, when developments come through the permitting and review process. These properties can be easements to allow for a specific purpose such as a utility line or a drainage area, or they can be actual property received through a deed for rights of way or the protection of open space. The policy for City acceptance of these dedications is governed both by the charter and by internal process.

The City Charter, in Article VII Section 5, requires that all real property be acquired by ordinance. The most recent ordinance accepting donated and dedicated land was Ordinance 2014-24 which accepted real property acquired by donation or dedication prior to October 2014. Ordinance 2015-10 accepts all the real property donated or dedicated since that time. There is also an internal staff process for receiving donations and dedications which involves numerous internal stakeholders to ensure proper protection of the City including:

1. Review and approval by Community Development, Public Works, and/or Utilities regarding location, legal description, and purpose;
2. Review and approval of the conveyance documents by the City Attorney's Office;
3. Review and approval of proof of ownership and authority to convey through examination of title and other relevant documents by Real Estate and/or the City Attorney's Office;
4. When received in fee there is due diligence and approval regarding potential contamination risk through the Sustainability and Environmental Management Section;

5. Final, recordation through the City Clerk's Office.

Key Considerations:

Real property is acquired throughout the year by donation and dedication necessary to achieve the Council and Regional Plan goals and to ensure utilities, roads, and specialized area are properly protected.

All real property must be acquired by ordinance per the City Charter.

There is a due diligence process that each acquisition goes through to ensure it is donated or dedicated properly and that the City's interests are protected.

Ordinance 2015-10 will accept the real property already received and recorded since October 2014.

These acquisitions are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

Community benefits of the acceptance of the parcels includes proper protection for rights determined necessary for utilities, urban trail systems, drainages, slopes, open spaces, rights of way and others.

Community Involvement:

Inform

Attachments: [Ord. 2015-10](#)

ORDINANCE NO. 2015-10

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE CITY OF FLAGSTAFF TO ACCEPT SPECIFIC DEEDS OF REAL PROPERTY AND EASEMENTS AND PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has obtained numerous deeds and easements for real property through grants and donations that have not been formally accepted by City Council; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, the City shall acquire real property by ordinance.

ENACTMENTS:

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

SECTION 1: That the acceptance of the specific grants and donations of interests in real property as more particularly described and depicted in Exhibit A, attached to this ordinance, are hereby authorized and ratified.

SECTION 2: That the City Manager, the City Attorney, the City Clerk, the Finance Director, the Assistant to the City Manager for Real Estate, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Flagstaff City Code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein,

and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 6. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A - Donations and Dedications List

	Document Number	Recordation Date	Rights	Grantor	Landmark or General Area	Size (SF)	Docs
1	3701703	9/12/2014	Drainage Easement	NAIPTA	New NAIPTA facility Kaspar	22,862	1
2	3701704	9/12/2014	Public Utility Easement	NAIPTA	New NAIPTA facility Kaspar	9,173	1
3	3701702	9/12/2014	Public Slope Easement	NAIPTA	New NAIPTA facility Kaspar	22,862	1
4	3714553	2/24/2015	Easement for Public Utilities	NAIPTA	Continental Dr Overpass	553	1
5	3701701	9/12/2014	Urban Trail Easement	NAIPTA	New NAIPTA facility Kaspar	22,862	1
6	3701700	9/12/2014	Warranty Deed	NAIPTA	New NAIPTA facility Kaspar	2,323	1
7	3711317	1/12/2015	Quit Claim Deed	NAIPTA	Continental Dr Overpass	2.7458 Ac	1
8	3712951	2/4/2015	Easement for Water Utilities	NAIPTA	Little America Frontage	1,000	1
9	3718728	4/17/2015	Special Warranty Deed	NAIPTA	Aspen Place at Sawmill	223	1

SF Total 81,858

Under
Acres 10 acres

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Steve Camp, Regulatory Compliance Section
Manager

Co-Submitter: James Boyer, Industrial User Supervisor

Date: 05/11/2015

Meeting Date: 05/19/2015



TITLE:

Consideration and Adoption of Resolution No. 2015-19 and Ordinance No. 2015-09: A resolution and ordinance of the Flagstaff City Council adopting by reference revised sewer discharge limitations. *(Updates and revisions to local limits for industrial sewer discharge)*

RECOMMENDED ACTION:

At the Council Meeting of May 19, 2015

- 1) Read Resolution No. 2015-19 by title only
- 2) City Clerk reads Resolution No. 2015-19 by title only (if approved above)
- 3) Read Ordinance No. 2015-19 by title only for the first time
- 4) City Clerk reads Ordinance No. 2015-09 by title only (if approved above)

At the Council Meeting of June 2, 2015

- 5) Adopt Resolution No. 2015-19
- 6) Read Ordinance No. 2015-09 by title only for the final time
- 7) City Clerk reads Ordinance No. 2015-09 by title only (if approved above)
- 8) Adopt Ordinance No. 2015-09

Executive Summary:

The City of Flagstaff code (7-02-001-0010) contains local industrial sewer discharge limitations (also known as Local Limits). The Federal EPA directs Publicly Owned Treatment Works (POTW) with a pretreatment program to re-evaluate and propose new local industrial sewer discharge limitations once every 5 years or when there is a change to the treatment process, as delineated by EPA 40 CFR 403. The Arizona Department of Environmental Quality (ADEQ) also recommended the City conduct a new local limits study. Flagstaff's last local limits study was completed and adopted into code in 2007. Additionally, the Wildcat Hill Wastewater Treatment Plant was upgraded and the treatment process was upgraded from a Class B to a Class A+ in 2009.

The City of Flagstaff Utilities Division, with consultation from GHD engineers, has conducted an update to our local limits to provide guidance in the development of new sewer discharge limitations on the wastewater pollutant loadings from our Significant Industrial Users (SIU). In addition to assessing pollutant loadings from SIUs, the local limits study also assessed the pollutant removal capabilities of the Rio De Flag Water Reclamation Plant and the Wildcat Hill Wastewater Treatment Plant.

The modifications to the City Code to change the sewer discharge limits local limits will serve to protect our wastewater collections and treatment systems from both physical harm, due to potentially damaging industrial wastewater, and from financial harm by keeping us in compliance with local, State, and Federal

environmental regulations. Local discharge limitations provide the City of Flagstaff Utilities Division with the necessary enforcement mechanisms to adequately regulate our industrial businesses within Flagstaff.

City staff met with the significant industrial users that would be affected by the proposed sewer discharge limits in December, 2014. Each of the significant users was presented with a copy of the limit study and staff has been available to answer any questions. A public notice was posted on the City of Flagstaff web page on March 31, 2015, to solicit comments on the proposed new sewer limits. Additionally, a public notice was posted in Arizona Daily Sun on April 5, 2015, to solicit public comments.

Financial Impact:

The update to the local industrial sewer discharge limitations in the City Code should not have a direct or indirect impact to the City or to the Industrial Waste Program.

Connection to Council Goal and/or Regional Plan:

2) Ensure Flagstaff has a long-term water supply for current and future needs; 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics; 7) Address key issues and processes related to the implementation of the Regional Plan; 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments; 9) Foster relationships and maintain economic development commitment to partners

Additionally, the Modification of Local Industrial Sewer Discharge Limitations will meet the following regional plan goals:

Chapter VI, WR.2.1, Develop and adopt an integrated water master plan that addresses water resources, water production and its distribution, wastewater collection and its treatment, and reclaimed water treatment and its distribution.

Chapter VI, Policy WR.2.2, maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater and reclaimed water services

Has There Been Previous Council Decision on This:

The last modification to the City Code to change the local industrial sewer discharge limitations was on March 20, 2007.

Options and Alternatives:

These options are also available for Council consideration. ADEQ has reviewed and approved the new proposed pretreatment limits.

1. The "do nothing" alternative: The City would be in violation of the EPA directive to re-evaluate and propose new local industrial sewer discharge limitations once every 5 years. This option would not require any change to the City Code.
2. Propose different pretreatment limits than those in the GHD study: This option would require a new study to be conducted by a consultant and to be reviewed by ADEQ and be vetted by the industrial pretreatment users. All would incur costs to the City.
3. Adopt the City Code as approved by ADEQ, proposed and vetted by the industrial pretreatment users, to reflect the new local industrial sewer discharge limitations

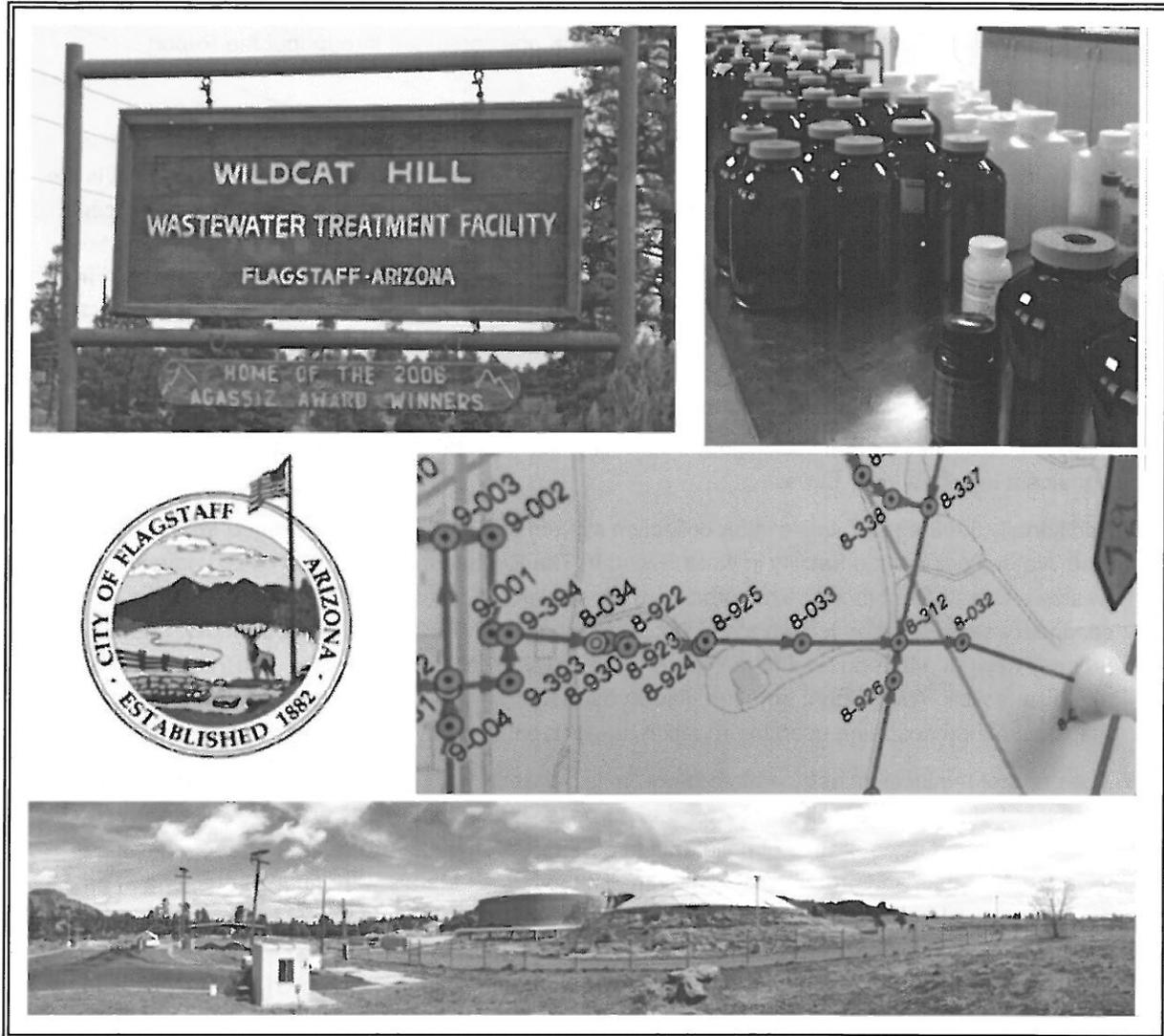
Background/History:

The EPA recommends that a Publicly Owned Treatment Works (POTW) reevaluate its sewer discharge limits at least once every 5 years or when a significant change is made to the treatment or process components to ensure a firm technical basis and address changing conditions. The last change made to City Code to the local sewer discharge limitations for industrial users was on March 20, 2007. The City contracted GHD, Inc. to review the current limits and propose new limits. GHD proposed new limits that are reflected in the proposed City Code changes that are attached to this staff summary report.

Community Involvement:

Inform, Involve and Collaborate

Attachments: Executive Summary for new sewer discharge limitations for industrial users
 Power Point
 Res. 2015-19
 Ord. 2015-09



City of Flagstaff Local Limits Study

Prepared for: The City of Flagstaff

Prepared by: GHD Inc.

January 2015



Executive Summary

This executive summary documents the Local Limits analysis completed for the City of Flagstaff Rio de Flag Water Reclamation Plant and the Wildcat Hill Wastewater Treatment Plant under the direction of the City of Flagstaff. This report is subject to, and must be read in conjunction with, the limitations set out in Section 1.2 and the assumptions and qualifications contained throughout the Report.

Background

The City of Flagstaff, Arizona depends on a wastewater treatment plant and a water reclamation facility to meet the communities wastewater treatment needs. The wastewater treatment plant is the Wildcat Hill WWTP, which can treat approximately 6 MGD of wastewater per day. This advanced treatment facility processes including screening, primary sedimentation, secondary sedimentation, Fixed-Film Activated Sludge process (IFAS), disinfection and filtration. The effluent discharged from the facility is used for irrigation in portions of the east area of the City or are discharged into the Rio de Flag River. Energy recovery is also implemented at the Wildcat Hill WWTP which converts methane gas generated from wastewater treatment processes to electricity to power equipment and reduce electrical power usage at the facility. The Wildcat Hill WWTP accepts wastewater flow from the City of Flagstaff Collection system that includes domestic, commercial, non-significant industrial and significant industrial user flows.

Additionally the Flagstaff wastewater collection system conveys sludge discharged from the Rio de Flag Water Reclamation Facility in west Flagstaff. The Rio de Flag WRP is a 4 MGD advanced wastewater treatment facility. That process uses screening, primary sedimentation, aeration, secondary sedimentation known at the Bardenpho process which is a two-stage anoxic and aerobic process designed to reduce nitrogen content in the wastewater. The process also includes filtration, and disinfection. The effluent from the plant is used for irrigation in west Flagstaff and parts of east Flagstaff. When not being used for irrigation, the effluent is discharged into the Rio de Flag.

The basis of the local industry pretreatment limits began in 1993 when the first major study was completed of the Wildcat Hill WWTP for that purpose. The original study was re-evaluated in 2002 which developed three groups of pollutants to be addressed in the pretreatment program, which included 1) Metals and organics with "interim" limit status, 2) Metals with "final" status, and 3) design parameters with "interim" status. Later the 2002 study was evaluated in 2006 to consider local environmental considerations and to add the Rio de Flag Water Reclamation Plant to the local limits analysis. The 2006 report specifically provided 1) a recommendation for nine (9) pollutants of concern, 2) confirmed the implementation of the final limits for chromium and zinc, and 3) evaluated the design capacity for BOD and TSS.

The current local limits are based on the recommendations in the 2006 study. Since the completion of that there have been changes to the wastewater treatment processes, the wastewater plants effluent limits, plus changes to the industries that discharge to the wastewater collection system. It was projected that the evaluation of such changes could result in the need for revisions to the current local limits for the purpose of mitigating interference or pass-through problems that discharges may have on the existing wastewater treatment facilities ability or capacity to treat wastewaters to required qualities for reuse or discharge.

This study considered both the Wildcat Hill WWTP and the Rio de Flag WRP with the goal to establish common local limits for all dischargers to the extent practical. This study followed the US EPA Local



Limits Development Guidance (2004) and other EPA pretreatment and local limits documents and literature.

Purpose

In accordance with the United States Federal Regulation, Title 40—Protection of Environment, Chapter 1 – Environmental Protection Agency (EPA), Subchapter N – Effluent Guidelines and Standards, Part 403 – General Pretreatment Regulations for Existing and New Sources of Pollution, (40 CFR 403) publically owned treatment works are required to develop an approved pretreatment program, and must develop and enforce local limits to protect against pass through and interference. The US EPA also recommends that each POTW re-evaluate its local limits at least every five years to ensure a firm technical basis and address changing conditions.

The City of Flagstaff Utilities Department aimed to update the local limits for discharges to the City's wastewater system based on that guidance and this evaluation will satisfy that recommendation by completing a re-evaluation of current conditions and providing revised or new recommendations for the City of Flagstaff Local Limits pretreatment program, based on current conditions and specific POTW considerations.

Additionally the local limits are a tool for the City to protect the health and safety of WWTP and collection system workers, and to protect the capital investments in the wastewater treatment facilities.

Local limits are typically applied to significant industrial users, permitted and regulated individually by a numerical local limit enforced by the City of Flagstaff Industrial Pretreatment Department. Additionally other control measures such as best management practices could be implemented in addition to, or in place of a numerical value, when a local limit is not effective at managing pollutant discharges to the WWTP. Such BMP could be applied system wide, or individually.

The objects of this evaluation were to 1) identify the pollutants of concern, 2) determine the maximum allowable headworks loading, 3) determine the allowable industrial load 4) determine the uniform pollutant discharge concentrations and 5) provide recommendations to update the local limits based on current conditions, and system needs anticipated in the next five years.

Pollutants of Concern

GHD identified thirty-three (33) Pollutants of Concern (POC's) by a comparison of pollutant concentrations revealed in sampling completed by GHD and from reporting of regulatory sampling in the collection system, at SIU's discharges and at the wastewater treatment facilities. The POC's were developed from a greater list of pollutants identified in the AZPDES and APP permit limits, national POC's, Arizona SWQS, Arizona AWQS, bio-solids limits, plant capacity limits, treatment or collection system inhibition limits, and fume toxicity and Explosivity considerations for treatment plant worker health and safety.

Recommended Local Limits Update

Based on the results of this study, GHD has technically developed recommendations for three types of local limits, including:

- "Final" local limits which are recommended to remain until the system is re-evaluated as a whole, tentatively during the next local limits update;
- "Interim" limits which are guiding limits while the POTW or City investigates other sources of pollutants and ways of controlling those sources; and



- “Alert” limit, which if a Significant Industrial User exceeds the alert limit, it is recommended that the POTW or City conduct an evaluation to determine if that discharge was having impact on the plant effluent quality, and if pass-through or interference was occurring and leading to compliance concerns at the POTW, then voluntary correction or enforcement action is recommended.

The updated recommended local limits based on the content of the study are presented in the table below.

Recommended Local Limits Update Summary

POC No.	Inorganics	Exist. Local Limit	Recommended Local Limit	Status
1	Arsenic	0.26 mg/L	0.31 mg/L	final
2	Barium	-	-	-
3	Cadmium	-	-	-
4	Chromium, total	-	-	-
5	Chromium, VI	-	-	-
6	Copper	0.28 mg/L	0.15 mg/L	final
7	Cyanide	0.24 mg/L	-	-
8	Lead	0.041 mg/L	-	-
9	Molybdenum	-	-	-
10	Mercury	0.017 mg/L	BMP	interim
11	Nickel	-	-	-
12	Selenium	-	0.015 mg/L	final
13	Silver	0.3 mg/L	-	-
14	Sulfides	-	4.5 mg/L	final
15	Zinc	1.4 mg/L	-	-
16	HEM [a]	-	(152 mg/L) *(Qmax)=Load lb/day	interim
Volatile Organic Compounds (VOCs)				
17	Methylene chloride	0.0041 mg/L	4.1 mg/L	final
18	Toluene	4.2 mg/L	0.14 mg/L	final
19	Benzene	0.35 mg/L	0.102 mg/L	final
20	Total Trihalomethanes	-	0.32 mg/L	alert
21	Bromodichloromethane	-	0.08 mg/L	alert
22	bromoform	-	0.08 mg/L	alert
23	Chloroform	-	0.08 mg/L	alert
24	dibromochloromethane	-	0.08 mg/L	alert
25	Bromide	-	0.05 mg/L	alert
Semi-volatile Organic Compounds (SVOCs)				
26	Bis(2-ethylhexyl) phthalate (DEHP)	-	-	-
Pesticides				
27	Aldrin	-	Prohibited	Prohibited
Compatible Pollutants				
28	BOD	1,000 mg/L Surcharges if > 400 mg/L	-	-
29	TSS	1,200 mg/L Surcharges if > 400 mg/L	-	-
30	Ammonia	-	-	-
31	Nitrate	-	-	-
32	Total nitrogen	-	173 mg/L	final
33	pH	-	6.5 < pH > 11.0	final

[a] Qmax = the maximum daily flow for each specific SIU, as permitted by IWS



Local Limits Study

City of Flagstaff Industrial Waste Program and GHD Inc.

James Boyer (928) 213-2117 - jboyer@flagstaffaz.gov

Frederick Tack, P.E. (602) 216-7201 - frederick.tack@ghd.com

Purpose

Why? - *Protection*

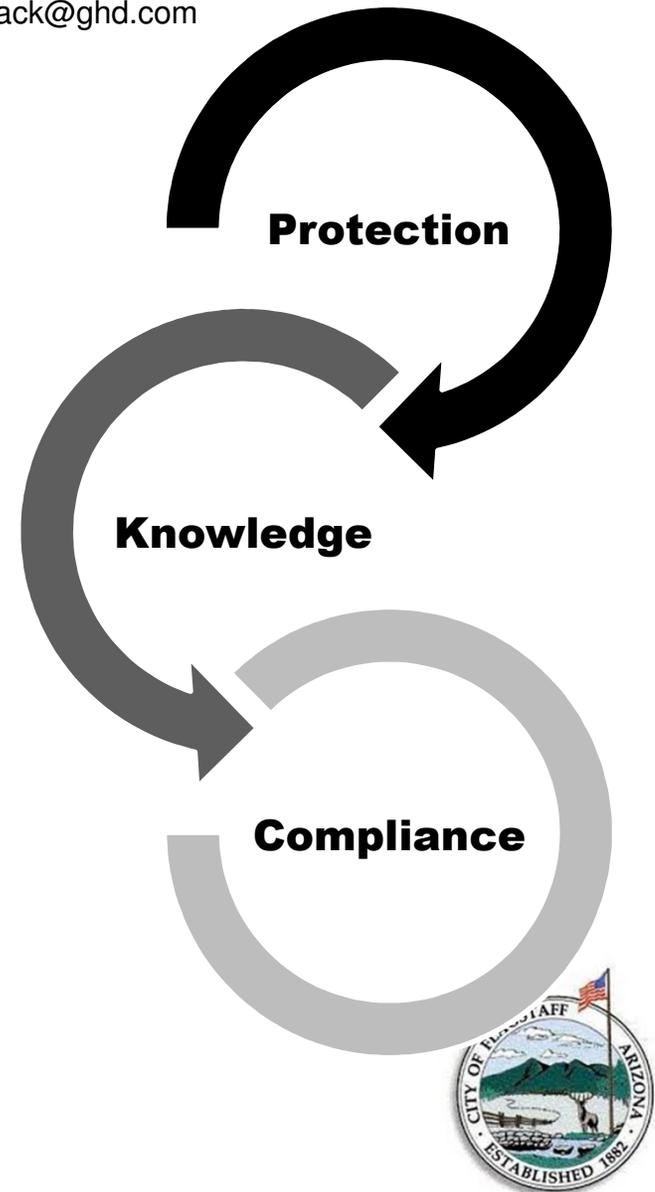
- (40 CFR 403) ...requires local limits to be re-evaluated at least every 5-yrs.
- Changes
 - Permits, technology & discharges

How? - *Knowledge*

- Technical expertise
- Third party QA/QC
- Holistic Approach (Collection System, and WWTP)
- Integrated partner with the City staff

What? - *Compliance*

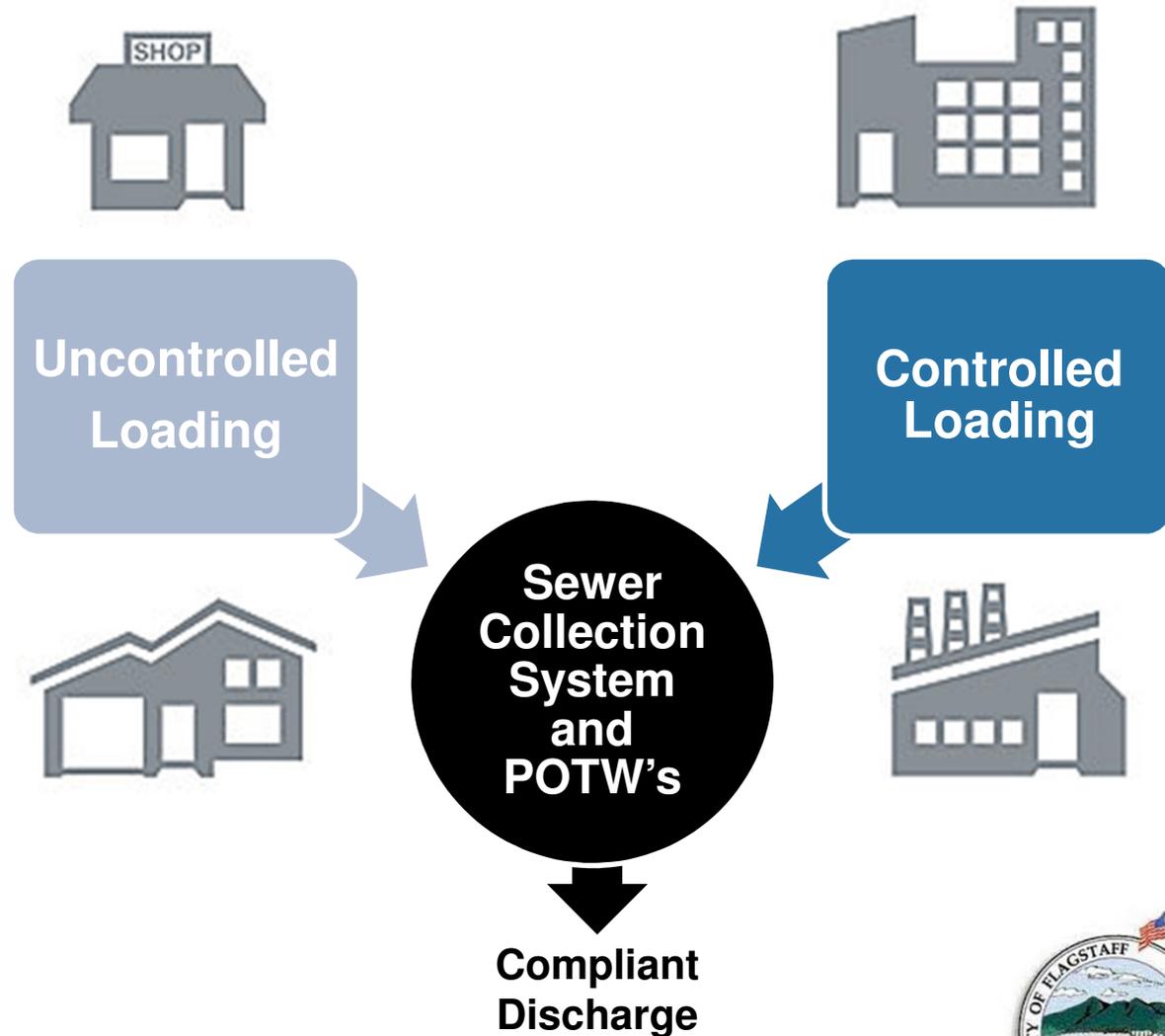
- Numerical Limits
- Best Management Practices (BMPs)
- Program Recommendations



Who is Included?

Analysis:

- Quantity and Quality of Discharges
- Wastewater Plant Removal Efficiencies
- Maximum Allowable Headworks Loading (MAHL)
- Evaluating the need for a limit



Recommended Local Limits

POC No.		Exist. Local Limit	Recommended Local Limit	Status	POC No.		Exist. Local Limit	Recommended Local Limit	Status
1	Arsenic	0.26 mg/L	0.31 mg/L	final	17	Methylene chloride	4.1 mg/L	4.1 mg/L	final
2	Barium	-	-	-	18	Toluene	4.2 mg/L	0.14 mg/L	final
3	Cadmium	-	-	-	19	Benzene	0.35 mg/L	0.102 mg/L	final
4	Chromium, total	-	-	-	20	Total Trihalomethanes	-	0.32 mg/L	alert
5	Chromium, VI	-	-	-	21	Bromodichloromethane	-	0.08 mg/L	alert
6	Copper	0.28 mg/L	0.15 mg/L	final	22	bromoform	-	0.08 mg/L	alert
7	Cyanide	0.24 mg/L	-	-	23	Chloroform	-	0.08 mg/L	alert
8	Lead	0.041 mg/L	-	-	24	dibromochloromethane	-	0.08 mg/L	alert
9	Molybdenum	-	-	-	25	Bromide	-	0.05 mg/L	alert
10	Mercury	0.017 mg/L	BMP	interim	27	Aldrin	-	Prohibited	Prohibited
11	Nickel	-	-	-	28	BOD	1,000 mg/L Surcharges if > 400 mg/L	-	-
12	Selenium	-	0.015 mg/L	final	29	TSS	1,200 mg/L Surcharges if > 400 mg/L	-	-
13	Silver	0.3 mg/L	-	-	30	Ammonia	-	-	-
14	Sulfides	-	4.5 mg/L	final	31	Nitrate	-	-	-
15	Zinc	1.4 mg/L	-	-	32	Total nitrogen	-	173 mg/L	final
16	HEM [a]	-	(152 mg/L) * (Qmax) = Load lb/day	interim	33	pH	-	6.5 < pH > 11.0	final



Questions?

Summary

James Boyer (928) 213-2117 - jboyer@flagstaffaz.gov

Frederick Tack, P.E. (602) 216-7201 - frederick.tack@ghd.com



RESOLUTION NO. 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK ENTITLED THE “REVISED DISCHARGE LIMITATIONS FOR INDUSTRIAL USERS” AND DECLARING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provision of the City Code by reference to a public record, providing that the adopting ordinance is published in full.

ENACTMENTS:

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:
SECTION 1.

That certain document known as “REVISED DISCHARGE LIMITATIONS FOR INDUSTRIAL USERS”, attached hereto as Exhibit A, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

SECTION 2.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

.....

Exhibit A

REVISED DISCHARGE LIMITATIONS FOR INDUSTRIAL USERS CHAPTER 7-02 WASTEWATER REGULATIONS

7-02-001-0001 DIVISION CREATED

There is hereby created a Wastewater Services Section, to be under the supervision and control of the Director of Utilities ("Director"). The Director shall be charged with the care, operation and maintenance of the wastewater treatment and collection systems, and shall be responsible for the enforcement of all provisions contained in this Chapter. Any powers granted to or duties imposed upon the Director may be delegated by the Director to other City personnel.

(Ord. 2002-08, Amended, 07/16/2002)

7-02-001-0002 APPOINTMENT OF DIRECTOR OF UTILITIES:

For the proper administration of the water and wastewater services facilities, there shall be appointed by the City Manager a Director of Utilities.

7-02-001-0003 PURPOSE AND POLICY

These Wastewater Regulations set forth uniform requirements for users of the Publicly Owned Treatment Works (POTW) for the City of Flagstaff, Arizona ("City"), and enable the City to comply with all applicable State and Federal laws, including the CWA ([33](#) United States Code §§1251 et seq.) and the General Pretreatment Regulations (Title [40](#), Code of Federal Regulations, Part 403). The objectives of these Wastewater Regulations are:

- A. To prevent the introduction of pollutants into the POTW that will interfere with their operation;
- B. To prevent the introduction of pollutants into the POTW that will pass through the POTW without adequate treatment, into receiving waters, or that will otherwise be incompatible with the POTW;
- C. To protect the POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
- D. To promote reuse and recycling of industrial wastewater and sludge from the POTW;
- E. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW;
- F. To enable the City to comply with its National Pollutant Discharge Elimination System Permit conditions, its sludge use and disposal requirements, and any other Federal or State laws to which the City's POTW is, or may become, subject. These Wastewater Regulations shall apply to all users of the City's POTW, and shall authorize the issuance of wastewater discharge permits; provide for effective monitoring, compliance, and enforcement procedures; establish administrative review procedures; establish user monitoring and reporting requirements; provide for the setting of fee rates and surcharges for the equitable distribution of costs resulting from the proper maintenance and operation of the City's POTW; and provide for the assessment of civil and criminal penalties for Wastewater Regulation violations.

(Ord. 2002-08, Add, 07/16/2002)

7-02-001-0004 DEFINITIONS:

For the purpose of this Chapter, the following words and terms shall have the following meanings, unless the context indicates otherwise:

ADEQ OR DEQ: The Arizona Department of Environmental Quality. (Ord. 1950, 08/05/97)

ALERT LIMIT: The level at which, if exceeded by ~~if a Significant Industrial User exceeds the alert limit,~~ it is recommended that the POTW or City conduct an evaluation to determine if that discharge had or is ~~was~~ having impact on the plant effluent quality, and if pass-through or interference was or is occurring ~~and~~ leading to compliance concerns at the POTW, then voluntary correction or enforcement action is recommended.

APPROVED LABORATORY PROCEDURES: The measurements, tests and analysis of the characteristics of water and wastes in accordance with analytical procedures as established in title [40](#), Code of Federal Regulations, Part 136 as revised.

AVERAGE QUALITY: The arithmetic average (weighted by flow value) of all the "daily determinations of concentration", as that term is defined herein, made during a calendar month.

BEST MANAGEMENT PRACTICES or BMPs: ~~means~~—The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR §403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BOD (biochemical oxygen demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty degrees (20o) centigrade, expressed in milligrams per liter.

BRANCH SEWER: An arbitrary term for a sewer which receives sewage from lateral sewers from a relatively small area.

BUILDING CONNECTION: The connection to the public sewer and extension therefrom of the sewer to the property line in an alley or street, or to the easement line in an easement, whichever is applicable, depending on the location of the public sewer. (Ord. 1681, 12/4/90)

BUILDING OFFICIAL: The Chief Building Inspector, or authorized representative. (Ord. 1723, 4/7/92)

BUILDING SEWER: The service line from the building to the sewer main.

BYPASS: The intentional diversion of wastestreams from any portion of an Industrial User's facility

CATEGORICAL STANDARD: Limits for pollutants that are set by the EPA for individual types of industry listed in [40 CFR 403](#).

CFR: The Code of Federal Regulations, as amended.

CITY: City of Flagstaff. (Ord. 1104, 12-4-79)

CLEAN WATER ACT: The Federal Water Pollution Control Act., Public Law No. 92-500, § 2, 86 Stat. 816, as amended, also known as the "Clean Water Act," codified at [33 U.S.C. §§ 1251 - 1387](#). (Ord. 1950, 08/05/97)

COD (Chemical Oxygen Demand): The quantity of oxygen consumed from a chemical oxidation of inorganic and organic matter present in the water or wastewater, expressed in milligrams per liter.

COLLECTION SYSTEM: Any and all lines, manholes, or other mechanical or physical appurtenances which may be involved with the conveyance of wastewater to or from the City Wastewater Treatment Plant(s).

COMMISSION: A commission established by the City Council to review and make recommendations on the water and wastewater systems.

COOLING WATER: The clean wastewater discharged from any heat transfer system such as condensation, air conditioning, cooling, or refrigeration.

DAILY COMPOSITE SAMPLE: A sample of effluent, discharge or other source of pollutants continuously collected, manually or automatically, over a normal operating day. Samples should be collected over at least an 8 hour period during production, but preferably over a 24 hour period, with one sample being drawn at least once every two hours. Composites should be flow proportional wherever feasible. Volatile pollutant aliquots must be combined in the laboratory immediately before analysis.

DAILY DETERMINATION OF WASTEWATER QUALITY: For composite samples, "daily determination of wastewater quality" shall be the concentration of any parameter tested in a daily composite sample. For grab samples, the "daily determination of wastewater quality" shall be the arithmetic average (weighted by flow value) of the concentrations of any parameter in each grab sample obtained in any calendar day.

DIVISION: Utilities Division.

DEVELOPER: Any person engaged in the organizing and financing of a sewage collecting system within an area contributing to a branch, main or a trunk sewer of the City sewer system. Such may be either a subdivider or a legally constituted improvement district.

DIRECTOR: The Director of the Utilities Division of the City, unless otherwise designated. (Ord. 1950, 08/05/97)

Director of Finance or authorized deputy, agent, or representative shall have the authority to determine and collect all service rates and to make such regulations as necessary for same, including the ordering of a discontinuance of service for non-payment of required service fees. (Ord. 1723, 4/7/92)

DISCHARGE: The disposal of sewage, water or any liquid from any sewer user into the sewerage system.

DOMESTIC WASTE: A typical, residential-type waste which requires no pretreatment under the provisions of this Chapter before discharging into the sanitary sewer system, excluding all commercial, manufacturing and industrial wastes. (Ord. 1104, 12-4-79)

EFFLUENT: Wastewater or other liquid - raw, partially or completely treated - flowing from a basin, treatment process, or treatment plant.

EPA: United States Environmental Protection Agency. (Ord. 1236, 11-29-82)

FINAL: The Local Limits established by ordinance and to remain in effect ~~which are recommended to remain~~ until the system is re-evaluated as a whole, ~~tentatively~~ during the next local limits update.

GRAB SAMPLE: An individual sample of effluent, discharge or other source of pollutants collected in less than fifteen (15) minutes.

HAZARDOUS DISCHARGE: A discharge which is considered by the City to be an imminent hazard to health, the environment, or the POTW.

INDIRECT DISCHARGE: The introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c) or (d) of the Clean Water Act as amended [33 USC 1251](#), et seq.

INDUSTRIAL USER: A source of indirect discharge.

INDUSTRIAL WASTE: Any liquid, free-flowing waste, including cooling water, resulting from any industrial or manufacturing process or from the development, recovery or processing of natural resources, with or without suspended solids excluding uncontaminated water.

INDUSTRIAL WASTEWATER DISCHARGE PERMIT: The permit granted by the City to an industrial user granting the right to discharge to the sewer works subject to the terms and conditions set forth in the permit.

INFLOW: Water other than wastewater that enters a sewer system (including sewer service connections) from sources such as roof leaders, cellar drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm waters, surface runoff, street wash waters or drainage.

INTERFERENCE: Inhibition or disruption of the sewer system, treatment processes or operations which contribute to a violation of any requirement of a national pollutant discharge elimination system permit. The term includes prevention of sewage sludge use or disposal by the cities in accordance with section 405 of the Act, or any critical guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those contained in any State sludge management plan prepared pursuant to title IV of SWDA) applicable to the method of disposal or use employed by the City.

INTERIM: ~~Limits which are~~ Guiding limits while the POTW or City investigates other sources of pollutants and ways of controlling those sources.

LATERAL SEWER: A sewer which discharges into a branch or other sewer and has no other common tributary to it.

MAIN SEWER: A sewer which receives sewage from one or more branch sewers as tributaries.

MAINTENANCE: Keeping the treatment works in a state of repair, including expenditures necessary to maintain the capacity (capability) for which said works were designed and constructed. (Ord. 1950, 08/05/97)

NATURAL OUTLET: Any outlet into a watercourse, ditch, or other body of surface or ground water.

NPDES PERMIT: The permit or permits issued to and held by the City under the National Pollutant Discharge Elimination System, pursuant to [33 U.S.C. § 1342](#) and [40 CFR Parts 122 through 125](#). (Ord. 1950, 08/05/97)

PARAMETER: See "TREATMENT PARAMETER".

PASS THROUGH: An effluent flow which exits the POTW in quantities or concentrations which alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

PERMITTEE, PERMIT HOLDER: Any person, firm, association, corporation or trust which owns, operates, possesses or controls an establishment or plant being operated under a valid industrial waste permit to discharge waste into the City sewer system.

pH: The logarithm of reciprocal of the weight of hydrogen ions in grams per liter of solution.

POTW: Publicly owned treatment works.

PRETREATMENT: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW, as further defined and described in [40 CFR 403.3\(q\)](#). (Ord. 1950, 08/05/97)

PRETREATMENT STANDARDS or PRETREATMENT REQUIREMENTS: Any substantive or procedural requirements relating to pretreatment, including the specific pollutant limits set forth in Section 0010 of this Chapter. (Ord. 1950, 08/05/97)

PUBLIC SEWER: A lateral, branch, main or trunk sewer controlled and maintained by the City of Flagstaff. (Ord. 1236, 11-29-82)

RECLAIMED WASTEWATER: The treated effluent, which is the product of the Municipal wastewater system, although not suitable for human consumption, may be used for certain industrial or commercial purposes. (Ord. 1723, 4/7/92)

REPLACEMENT: Those expenditures made for obtaining and installing equipment, accessories and/or appurtenances during the useful life of the treatment works which are necessary to maintain the capacity and performance of the treatment works for which they were designed and constructed.

REPRESENTATIVE SAMPLE: A sample which takes a portion of the user's discharge which will be indicative of all the constituents of the discharge.

SANITARY SEWER: A sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

SEVERE PROPERTY DAMAGE: Substantial physical damage to property, damage to the treatment facilities which caused them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

SEWAGE/SEWERAGE: A combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

SEWAGE TREATMENT PLANT: Any arrangement of devices and structures used for treating sewage.

SEWER: A pipe or conduit for carrying sewage.

SEWER TAP: Includes hole cut into main line and saddle to which to connect. (Ord. 1681, 12/4/90)

SLUG LOAD: Any pollutant discharged in quantities large enough to cause interference, upset, or pass-through at the POTW.

STANDARD INDUSTRIAL CLASSIFICATION (SIC): A coded classification of industries based upon economic activity developed by the U.S. Department of Commerce as published in the Standard Industrial Classification Manual, 1987, Office of Management and Budget.

STANDARD METHODS: The procedure as described in the most current edition of Standard Methods for the Examination of Water and Wastewater published by the American Health Association, or the most current edition of Manual of Methods for Chemical Analysis of Water and Wastes published by the U. S. Environmental Protection Agency.

STORM SEWER or STORM DRAIN: A sewer which carries storm and surface waters and STORM DRAIN: drainage, but excludes sewage and polluted industrial wastes.

SURCHARGE: An additional charge levied against Industrial Users for exceeding certain thresholds of BOD or TSS, as described in § 0038.H and set forth in § 0039.A of this Chapter. (Ord. 1950, 08/05/97)

SUSPENDED SOLIDS (SS): Solids measured in milligrams per liter that either float on the surface of or are in suspension in water, wastewater or other liquids and which are largely removable by a laboratory filtration device, as defined in the "Standard Methods" as defined herein.

SYSTEM DESIGN CAPACITY: The design capacity for normal domestic wastewater as established by accepted engineering standards.

TREATMENT PARAMETER: A fundamental characteristic of sewage around which treatment is designed, such as, but not limited to, flow, BOD, and suspended solids.

TSS: Total suspended solids, expressed in milligrams per liter, in a user's discharge. (Ord. 1950, 08/05/97)

TRUNK SEWER: A sewer which receives sewage from many tributary main sewers and serves as an outlet for a large territory.

UPSET: An exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the Industrial User. This does not include noncompliance due to operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

U.S.C. The United States Code, as amended. (Ord. 1950, 08/05/97)

USER: Any person, lot, parcel of land, building, premises, Municipal corporation or other political subdivision that discharges, causes or permits the discharge of wastewater into the sewage system.

UTILITIES DIVISION: The Utilities Division of the City. (Ord. 1950, 08/05/97)

VOC (Volatile Organic Chemistry Compounds): Those parameters included in EPA method 604/602 624/ 625.

WASTEWATER SYSTEM: All facilities for collection, pumping, treating, and disposing of sewage. As used in this Chapter the terms sewer system or wastewater system shall have the same meaning and definition.

WATERCOURSE: A channel in which a flow of water occurs, either continuously or intermittently. (Ord. 1236, 11-29-82)

(Ord. No. 1681, Amended, 12/04/90; Ord. No. 1693, Amended, 05/07/91; Ord. No. 1723, Amended, 04/07/92; Ord. No. 1950, Revised, 08/05/97)

7-02-001-0005 INTERFERENCE WITH THE UTILITIES DIVISION; DIGGING UP STREETS WITHOUT A PERMIT; TAMPERING WITH EQUIPMENT PROHIBITED:

Every person who shall in any way interfere with employees of the Utilities Division in any discharge of their duties, either in the tapping of any sewer pipe, main, or lateral belonging to the City, or the cleaning, laying, or connection of any such pipe or main or lateral, or who shall dig up or cause to be dug up, any street or alley in the City for the purpose of connecting with the sewer system of the City without first obtaining a permit from the City Engineer, or who, having a permit, shall dig up any portion of any street or alley of the City for the purpose of connecting with the sewer system of the City and shall fail or neglect to place the street or alley in its original condition, or who shall maliciously or wilfully break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the Municipal sewer system shall be guilty of a petty offense. (Ord. 1104, 12-4-79)

7-02-001-0006 ALLOCATION OF RESPONSIBILITY FOR CLEANING, REPAIR AND REPLACEMENT OF BUILDING SEWERS AND CONNECTIONS:

- A. The property owner shall be responsible for the cleaning, unblocking, maintenance and repair of the sewer connection piping serving the owner's property from the owner's home or building to the public sewer main. (Ord. 1631, 8/1/89)
- B. Where the correction of a stoppage requires the repair or replacement of a damaged or broken section which is located off-property in a street or alley, the necessary repairs must be made by a licensed contractor, the scope of which licenses allows him to work within a public right of way subject to securing a right of way permit from the Engineering Section.

After repairs are made to a sewer connection in a concrete or asphalt street the street shall be cut, filled, and compacted to grade, the top lift being one foot of road base material approved by the City Engineering Section. Upon completion, the street shall be opened to traffic and the City Public Works Division contacted to repair the street.

When the repairs to a sewer connection are required under a sidewalk, curb or gutter, the sidewalk, curb or gutter shall be square cut to avoid unnecessary damage. After completion, the excavation shall be backfilled and compacted to grade and the City Public Works Division contacted to repair the sidewalk, curb or gutter.

If in the opinion of the City Utilities Director an unnecessary amount of street, sidewalk, or curb and gutter is damaged in the process of making the repair, the contractor shall be charged for the repair of that amount. (Ord. 1631, 8/1/89)

C.

1. If the property owner perceives the location of a sewer service problem to be the City's main sewer line, the property owner should contact the City's Utilities Director. (Ord. 1631, 8/1/89)
2. The City will cooperate with the property owner to locate the cause of a sewer service problem, including the performance of appropriate tests or inspections on the City's main line. If the location of the sewer service problem is identified to be in the property owner's service line, responsibility for the repairs pursuant to paragraph (A) above. The City will cease any repair efforts if responsibility for the repairs falls on the property owner pursuant to paragraph (A) above. (Ord. 1631, 8/1/89)
3. If the location is determined to be in the City's main line, the City will initiate the appropriate repair action.
4. If the location of the sewer problem cannot be identified, the City will proceed with the appropriate excavation to locate the cause of the problem. If the location of the problem is determined to be within the property owner's service line, responsibility for the repairs shall be pursuant to paragraph (A) above. In addition, the property owner shall reimburse the City for costs incurred by the City in performing the necessary excavation if responsibility for the repair is on the property owner pursuant to paragraph (A) above. If the location of the problem is within the City's main line, the City shall perform the appropriate repairs and the property owner shall bear no responsibility for the costs of excavation. (Ord. 1631, 8/1/89)

(Ord. No. 1631, Amended, 08/01/89)

7-02-001-0007 UNSANITARY DISPOSAL OF EXCREMENT PROHIBITED:

It shall be unlawful for any person to deposit, or permit to be deposited, in an unsanitary manner, upon public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement or other objectionable waste.

7-02-001-0008 TREATMENT OF POLLUTED WASTES REQUIRED:

It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of the City, any sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided, in accordance with provisions of this Chapter. (Ord. 1104, 12-4-79)

7-02-001-0009 PROHIBITED SUBSTANCES:

- A. The Director of Utilities shall have the authority to regulate the volume and flow rate of discharge to the sewage works and to establish permissible limits of concentration for various specific substances, materials, or wastes that can be accepted into the sewage works, and to specify those substances, materials, waters or wastes that are prohibited from entering the sewage works. (Ord. 1693, 5/7/91)
- B. The following are prohibited from the City wastewater collection system:
 1. Any substance that interferes with the POTW or wastewater collection system.
 2. Any liquids, solids, or gases which by reason of their nature or quantity could be sufficient, either alone or by interaction with other substances, to cause injury to the POTW from fire or explosion. At no time shall two (2) successive readings on an explosion hazard meter, at the point of discharge to the POTW, be more than five percent (5%), nor any single reading over ten percent (10%), of the Lower Explosive Limit (LEL) of the meters. Prohibited materials include, but are not limited to: Gasoline, kerosene, naphtha, trichloroethylene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, wastestreams with a closed cup flash point of less than one hundred forty (140) degrees Fahrenheit or sixty (60) degrees Centigrade using the test methods specified in [40 CFR 261.21](#). (Ord. 1693, 5/7/91); (Ord. No. 2007-23, Amended 03/20/2007)

3. Any water which contains a solid or viscous substance which could obstruct the flow in the collection system or interfere with the POTW. (Ord. 1989, 1/19/99)
4. Any particles greater than one-half inch (1/2") in any dimension, animal tissues, manure, ashes, cinders, sand, metal, glass, straw, paper, wood, plastics, gas, tar, asphalt and grinding wastes. (Ord. 1896, 11/21/95)
5. Any substance that can cause corrosive damage to the POTW or collection system and any substance with a pH of less than ~~5.0~~ 6.5 standard units (s.u.) or greater ~~than~~ ~~than~~ 12.5. 11.0 s.u. (Ord. 1958, 10/07/97)
6. Any liquid or vapor which causes the temperature entering the POTW to exceed one hundred four degrees (104o) Fahrenheit (40o C) or any liquid or vapor with a temperature greater than one hundred sixty degrees (160o) Fahrenheit (71o C). (Ord. 1693, 5-7-91)
7. Any toxic or radioactive substance in sufficient quantity to interfere with the POTW or collection system or to create a health or environmental hazard.
8. Any substance requiring unusual attention or expense of the City unless specifically authorized. Compensatory payments be determined by the City to be paid by the user who contributes any such authorized substance.
9. Any noxious or malodorous liquid, gas or solid which creates a public nuisance, health or environmental hazard, or inhibits entry into any part of the wastewater system for maintenance or monitoring.
10. Any water with a volume greater than twenty (20) GPM containing dyes, inks or other color-causing substances that change the typical color in the wastewater collection system.
11. Any substance causing a hazard to health or to the environment.
12. Petroleum oil, non-biodegradable cutting oil or products of mineral oil origin in amounts that cause interference or pass through. (Ord. 1693, 5-7-91)
13. Any trucked or hauled pollutants, except at discharge points designated by the POTW. (Ord. 1693, 5-7-91)
14. Any combination of substances contributed by one or more users which results in any of the above situations.
15. The following pesticides are expressly prohibited from discharge into the City sewer system: 4,4'-DDD; 4,4'-DDE; 4,4'-DDT; and Heptachlor.

(Ord. No. 1693, Amended, 05/07/91; Ord. No. 1896, Amended, 01/08/96; Ord. No. 1896, Amended, 11/21/95; Ord. No. 1958, Amended, 10/07/97; Ord. No. 1989, Amended, 01/19/99); (Ord. 2002-08, Amended, 07/16/2002); (Ord. No. 2007-23, Amended 03/20/2007)

7-02-001-0010 STANDARDS FOR DISCHARGE:

- A. A technically-based determination of local Industrial User discharge limits for heavy metals, organics and other pollutants, for which there exists a specific discharge limit at the POTW, be made by the City Utility Director and EPA. Such determination shall take into account removal percentages of the POTW, and dilution factors. (Ord. 1693, 5/7/91)
- B. The following specific limits shall apply to all Industrial User discharges and may be modified, with prior notice to the Industrial user and an opportunity to respond, to comply with applicable State and/or Federal regulations. (Ord. 1693, 5-7-91)

Parameter Maximum	(mg/L)
<u>Inorganics</u>	
Lead	0.041
Copper	4.00 .15
Zinc	1.40
Mercury	0.017 BMP (interim)
Methylene-Chloride	4.10
Cyanide(Total)	.24
Arsenic	.26 .31
Silver	0.30
Toluene	4.20
BOD	1,000.00
TSS	1,200.00
Benzene	0.35
Selenium	.015
Sulfides	4.5
HEM [a]	(152 mg/L) *(Qmax)= lb/day Load (interim)
<u>Volatile Organic Compounds</u>	
Methylene Chloride	4.1
Toluene	.14
Benzene	.102
Total Trihalomethanes	.32 alert
Bromodichloromethane	.08 alert
Bromoform	.08 alert
Chloroform	.08 alert
Dibromochloromethane	.08
Bromide	.05
<u>Semivolatile Organic Compounds</u>	
Bis(2-ethylhexyl) phthalate(BEHP)	best management practices (BMP)
<u>Pesticides</u>	
Aldrin	Prohibited
<u>Conventional Pollutants</u>	
BOD	1000 mg/L (Surcharges If >400 mg/L)
TSS	1200 mg/L (Surcharges if > 450 mg/L)
Total Nitrogen	173 mg/L
pH	6.5 <pH> 11.0

(Ord. 1896, 11/21/95); (Ord. No. 2007-23, Amended 03/20/2007)

- C. The City may set limits based on mass measurements of pollutants for a particular substance or a particular user if it is necessary for adequate regulation. Discharge limits may be set in order to meet any limits set for sludge disposal.
- D. Industrial users meet the requirements of the U.S. Code of Federal Regulations, [40 CFR 403](#) and the amendments thereof. No discharge may exceed any Federal Categorical standard or cause the POTW to exceed its AZNPDES Permit. The City may request approval to modify a Federal Categorical Standard, according to [40 CFR 403](#). (Ord. 1693, 5-7-91)
- E. Dilution may not be used to meet a standard or limit unless it is expressly authorized by the categorical standard set by the EPA or by the City. (Ord. 1693, 5/7/91)
- F. Bypass prohibition:
1. Notice of bypass to occur

- a. If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the Utilities Director, if possible, at least ten days before the date of the bypass.
- b. An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable Pretreatment Standards to the Director of Utilities within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within 5 days of the time the Industrial User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.

2. Prohibition of bypass

Bypass is prohibited, and the Utilities Division may take enforcement action against an Industrial User for a bypass unless:

- a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- b. there were no feasible alternatives to the bypass;
- c. the User submitted notices as required above.

G. O & M Requirements:

Industrial Users, -required to install suitable pretreatment facilities to treat wastestreams which do not meet City discharge limits, shall provide necessary maintenance on such equipment to ensure their continued and efficient operation. Such facilities shall be attended by a person who has obtained certification as a wastewater operator by ADEQ at a level appropriate for the facilities being tended.

An Industrial violation of City discharge limits, which is due to operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, carelessness or improper operation will not be considered unintentional by the City of Flagstaff.

All Industrial Users shall maintain their general facilities in such a manner as to eliminate or minimize the possibility of discharge of substances by that industry, which are in violation of applicable Pretreatment Standards. (Ord. 1693, 5-7-91)
(Ord. No. 1693, Amended, 05/07/91; Ord. No. 1896, Amended, 11/21/95; Ord. No. 1950, Revised, 08/05/97)
(Ord. 2002-08, Amended, 07/16/2002); Ord. No. 2007-23, Amended 03/20/2007)

7-02-001-0011 INDUSTRIAL CLASSIFICATION:

- A. Each Industrial User shall be classified into one of the following categories as designated by the Code of Federal Regulations [40 CFR 403.3](#) (t) [1](#) & [2](#).
 1. Significant - defined as any industry that:
 - a. Is subject to categorical standards as defined by [40 CFR 403.6](#) and [40 CFR Chapter I, Subchapter N](#).
 - b. Discharges an average process wastestream of 25,000 gallons per day (0.025mgd) or more to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater.)
 - c. Contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the POTW.

- d. Has a reasonable potential, in the opinion of the Utilities Director, to adversely affect the POTW's operation or for violating any pretreatment standard or requirement in accordance with [40 CFR 403.8](#) (f) (6) or this ordinance.
2. The Control Authority may determine that an Industrial User subject to categorical Pretreatment Standards under §403.6 and 40 CFR chapter I, subchapter N is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
- (i) The Industrial User, prior to the Control Authority's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
 - (ii) The Industrial User annually submits the certification statement required in §403.12(q) together with any additional information necessary to support the certification statement; and
 - (iii) The Industrial User never discharges any untreated concentrated wastewater.
- ~~32. Minor – Those industries that by themselves do not significantly impact the treatment system, degrade receiving water quality, or contaminate sludge. Industries that have the potential to discharge a nondomestic or process wastestream, but at the present time discharge only sanitary waste, may also be included in this group.~~
- B. The City will notify all users of Federal and local requirements which may be applicable to them. Significant Industrial Users shall receive a copy of:
- 1. This chapter
 - 2. Applicable parts of the U.S. Code of Federal Regulations
 - 3. An application for an Industrial Wastewater Discharge Permit
 - 4. Applicable Categorical Standards
 - 5. Any other pertinent materials
 - +6. Any changes in Federal or local requirements as they occur
- C. The Industrial User may request certification of its Industrial User Classification from the EPA according to [40 CFR 403.6](#) (a). The Industrial User may request variation from Federal Categorical Standards according to [40 CFR 403.13](#) and the Clean Water Act. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Rep & ReEn, 05/07/91)

7-02-001-0012 INDUSTRIAL SELF-MONITORING:

- A. Significant Industrial Users, at the User's expense, must provide safe and convenient access for sampling by the City. A City approved manhole must be provided from which a sample that is representative of the total discharge can be taken. There must be unobstructed access to the open flow in the manhole so that a grab sample can be taken and so that sampling equipment can be set up in the manhole.

- B. Sampling and analysis must be performed by Significant Industrial Users, at their own expense, at least twice each year, in two separate quarters, (April -June and October - December), and results of such sampling submitted to the City before the last day of each respective quarter or as directed by the City. The City may perform such sampling for the Significant Industrial User if they so choose.

If any sample that is taken by the Industrial User or the City is not within the limits of this Chapter or the categorical standards, then the Industrial User, or the City if they so choose, shall repeat the sampling within 30 days of becoming aware of the violation or more often if it is determined to be necessary by the City.

- C. A minimum of four (4) grab samples, pulled at least every two hours, must be used when sampling for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow proportional composite sampling techniques, where feasible. The City may waive flow-proportional composite sampling for any Industrial User that demonstrates that flow proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. Sampling must be performed for 5 consecutive days and be ~~which are~~ representative of the effluent being discharged on a typical production day, or as directed by the City.
- D. The flow must be measured by the Industrial User at the time that the sample is taken, according to [40 CFR 403.12](#) and section 7-2-43 of this Ordinance.
- E. The methods of sampling must be performed in accordance with [40 CFR 136](#) and any other applicable federal, state, or local requirements and the sampling location and type approved by the City. An authorized representative of the Industry (see section 7-2-14) shall sign and submit with these sample results, a statement verifying the validity of the methods and location.
- F. All records of sampling, analysis and flows must be kept by the Industrial User and the City for at least three (3) years. All records must be available to the City. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Enacted, 05/07/91)

7-02-001-0013 REPORTING REQUIREMENTS:

- A. Within 180 days of the promulgation by the EPA of a categorical standard or within 180 days of a final administrative decision, the Industrial Users that are subject to the standard must report the information provided for in [40 CFR 403.12](#) (b). This information must also be supplied by existing sources of discharge as well as new sources that discharge after the standards have been promulgated.
- B. All Industrial Users must immediately report to the Utilities Division or to the Wildcat Hill Wastewater Treatment Plant any discharge, including accidental discharge, which contains a slug load, a prohibited substance, or any substance which might be harmful to the POTW, the collection system, the environment or to any person.
- C. The Industrial User must provide a written report (separate from the immediate report) within five (5) days of the detection of the upset. The report must include the nature and volume of the discharge, the period of noncompliance including exact dates and time or if not corrected the anticipated time the upset is expected to continue, the action being taken by the Industrial User to correct the problem and preventive measures needed to avoid future spills.
- D. The Significant Industrial user shall report to the City immediately any significant changes in production, including, but not limited to, production rate, product, raw materials utilized, rate of discharge, concentration of pollutants being discharged, etc.
- E. If in the course of self-monitoring, a Categorical Industrial User becomes aware of a violation of their Categorical limits, they shall notify the City within 24 hours of becoming aware of such.

- F. If an Industrial User subject to reporting requirements of this section monitors any pollutant more frequently than required by the City, using the procedures prescribed in Section 7-2-12 of this Chapter, the results of this monitoring shall be submitted to the City also.
- G. All Industrial Users shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing and within 180 days of any discharge into the POTW of a substance, which, if otherwise disposed of would be a hazardous waste under [40 CFR](#) part [261](#) as required in [40 CFR](#) [403.12](#)(p) (1) through (4). (Ord. 1693, 5/7/91)

(Ord. No. 1693, Enacted, 05/07/91)

7-02-001-0014 SIGNATORY REQUIREMENTS:

- A. The reports required by this Chapter must be signed as follows:
1. By a responsible corporate officer, if the Industrial User submitting the reports is a corporation. For the purpose of this paragraph, a responsible corporate officer means:
 - a. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
 - b. the manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 2. By a general partner or proprietor if the Industrial User submitting the reports is a partnership or sole proprietorship respectively.
 3. By a duly authorized representative of the individual designated in paragraph 1 of this section if:
 - a. The authorization is made in writing by the individual described in paragraph 1;
 - b. the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the Industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
 - c. the written authorization is submitted to the City of Flagstaff, Utilities Division.
 4. If an authorization under paragraph 3 of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of paragraph 3 of this section must be submitted to the City of Flagstaff Utilities Division prior to or together with any reports to be signed by an authorized representative. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Rep & Re En, 05/07/91)

7-02-001-0015 CONFIDENTIALITY OF BUSINESS INFORMATION:

- A. Any information, except effluent data as defined by [40 CFR](#) [2.302](#), submitted to the City of Flagstaff pursuant to this Chapter, may be claimed as confidential by the submitter. Any such claim must be asserted at the time of submission by stamping the words "CONFIDENTIAL BUSINESS

INFORMATION" on each page containing such information. If no claim is made at the time of submission, the City may make the information available to the public without further notice. If a claim is asserted, the information will be treated in accordance with the procedures in [40 CFR Part 2](#) (Public Information).

- B. For the purposes of this section "effluent data" shall be defined as:
1. Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of any pollutant which has been discharged by the source (or of any pollutant resulting from any discharge from the source), or any combination of the foregoing;
 2. information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of the pollutants which, under an applicable standard or limitation, the source was authorized to discharge (including, to the extent necessary for such purpose, a description of the manner or rate of operation of the source); and
 3. a general description of the location and/or nature of the source to the extent necessary to identify the source and to distinguish it from other sources (including, to the extent necessary for such purposes, a description of the device, installation, or operation constituting the source).
- C. For the purposes of this section, the following shall be considered to be "effluent data" only to the extent necessary to allow the regulatory agency having jurisdiction to disclose publicly that a source is (or is not) in compliance with an applicable standard or limitation, or to allow such regulatory authority to demonstrate the feasibility, practicability, or attainability (or lack thereof) of an existing or proposed standard or limitation:
1. Information concerning research, or the results of research, on any product, method, device, or installation (or any component thereof) which was produced, developed, installed, and used only for research purposes; and
 2. Information concerning any product, method, device, or installation (or any component thereof) designed and intended to be marketed or used commercially but not yet so marketed or used. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Rep & Re En, 05/07/91)

7-02-001-0016 INTERCEPTORS; TYPE, CAPACITY, LOCATION, MAINTENANCE

- A. A City approved interceptor is required for any business whose discharge can be determined by the City to interfere with the POTW or the wastewater collection system. If a blockage is found in the collection system and it can be determined by the City to be caused by a particular user's discharge, then the City can require the user to install a City approved interceptor, at the user's expense, to catch the substance causing the blockage. If any interceptor is determined by the City to be inadequate in size or design, the City may require the user to install or upgrade such interceptor at the user's expense.
- B. A City approved grease interceptor is required for any restaurant or other business that performs cooking. Grease interceptor sizing is to be as provided in the UNIFORM BUILDING CODE, APPENDIX H4 with the minimum size for such interceptors required for restaurants to be seventy ~~forty~~ (70 ~~40~~) pounds. All piping from sinks, floor drains, kettles, dishwashing machines, etc. into which grease may be disposed must be connected through such interceptor. Grease interceptors may not be installed in any part of a building where food is handled. (Ord. 1876, 06/20/95)

An exemption of the minimum grease trap sizing will be considered for business based on type of food preparation that is done on site. This exemption must be approved by the Industrial Waste Division and the Utilities Director. The business must serve food that is commonly known to be low in potential

grease generation and the waste stream discharge must produce less than 100 mg/1 of oil and grease as determined by the City. After an exemption is granted to a business, if the business changes food service, generates greater than 100 mg/1 of oil and grease, or causes an interference or blockage to the sewer collection system due to grease, the business will be required to install a properly sized grease trap in accordance with Flagstaff City Code, Section [7-02-001-0016\(A\)](#). (Ord. 1896, 11/21/95)

- C. A City approved oil interceptor is required for any business that performs automotive repairs or service. (See standard drawing for size and other specifications)
- D. A City approved lint interceptor is required for any business with six (6) or more residential size washing machines or any amount of industrial size washing machines. An industrial size washing machine is one that has a tub 3.5 cubic feet or larger and/or an American Household Appliance Manufacturers Association ("AHAMA") capacity of 25 pounds or more. Residential machines will be any washing machine with less capacity than industrial machines. (See standard drawing for lint interceptor size and other specifications.)
- E. A City approved sand interceptor is required for any business with facilities for washing vehicles. (See standard drawing for size and other specifications)
- F. All interceptors shall be of a type and capacity approved by the Director of Utilities and shall be located so as to be readily and easily accessible for cleaning and inspection.
- G. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers. When bolted covers are required they shall be gastight and watertight.
- H. Where installed, all interceptors shall be maintained by the owner and/or user at his or her own expense. The interceptor must be kept in continuously efficient operation at all times and a written record of maintenance performed on such interceptor shall be kept by the user on a form provided by the City.
- I. The City shall periodically inspect such interceptors and/or records to insure they are being kept in efficient operation. A cleaning schedule will be set by the City if it is necessary to prevent the entry of harmful substances into the collection system. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Rep & Re En, 05/07/91; Ord. No. 1876, Amended, 06/20/95; Ord. No. 1896, Amended, 11/21/95)
(Ord. 2000-23, Amended, 10/03/2000)

7-02-001-0017 CONTROL MANHOLES:

When required by the Director of Utilities, the owner of any property served by a building sewer carrying potentially harmful or industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, measurement and sampling of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the Director of Utilities. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times. Users whose effluent must be treated before it enters the wastewater collection system or whose effluent may potentially contain any prohibited substance may be required to install a control manhole for sampling purposes. The manhole must be located so that a representative sample can be taken and there must be unobstructed access to the open flow in the manhole so that a grab sample can be taken and so that sampling equipment can be set up in the manhole.

7-02-001-0018 RIGHT OF ENTRY FOR INSPECTIONS AND MONITORING:

- A. Any authorized employee of the City Utilities Division shall, upon presentation of his credentials, have free access at all reasonable hours to any commercial or industrial premises connected to or disposing of any type waste to the City wastewater system for the purpose of surveillance and/or an inspection of the premises to determine the nature and quantity of wastes discharged to the City wastewater

system, or for examining or copying records, required by [40 CFR 403.12\(m\)](#). The Industrial User must make freely available to the City any and all records which would enable them to make an accurate determination of the constituents and flow of the User's wastestream. (Ord. 1693, 5-7-91)

- B. Servicemen, industrial waste inspectors, sanitary engineers, or other designated representatives of the Division, whose duty it may be to enter upon commercial or industrial premises to make inspections and collect samples or measure the quantity of wastes discharged to the City sewer, shall be provided with credentials to identify them as authorized representatives for the Utilities Division. (Ord. 1693, 5-7-91)
- C. No person, except an authorized employee of the Utilities Division shall have or exhibit any credentials of that Division. It shall be the responsibility of each employee or authorized representative of the Division, upon resignation or dismissal, to deliver and surrender at the office of the Director of Utilities all credentials of the Division in his/her possession. (Ord. 1693, 5-7-91)
- D. Questionnaires will be provided to all new businesses entering the City of Flagstaff to gather information pertaining to waste that may be generated by such. If any waste other than domestic is discharged from such an establishment, the City may perform an inspection of such premises at least annually or more often as necessary to determine it's status of compliance with this Chapter.
- E. The City of Flagstaff or it's designated representative shall have the authority to randomly sample Industrial User wastestreams and analyze for any pollutants that would be anticipated to be present for that particular user utilizing EPA approved methods. The City will review and analyze self-monitoring reports submitted by Industrial Users and make notification to such user of any compliance action to be taken as a result of such.
- F. The information from the City's inspection and monitoring activity will be available to the administrative authority of the State and/or EPA. This information will also be made available to the general public upon request with the exception of that information protected by Section [7-02-001-0015](#) of this Chapter. The City will maintain these records for a minimum of three years.
- G. The Industrial User shall be financially responsible for any sampling and analysis performed by the City which is not routine as provided for in this Chapter. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Amended, 05/07/91)

7-02-001-0019 PROVISION OF FALSE INFORMATION

- A. Reports, documents, questionnaires or any other information provided to the city as required by this Chapter by a commercial or industrial user shall be subject to:
 1. The provisions of [18 U.S.C. section 1001](#) relating to fraud and false statements.
 2. The provisions of sections 309(c)(4) of the Act, as amended, governing false statements, representation or certification.
 3. The provisions of section 309(c) (6) of the Act regarding responsible corporate officers.
- B. Failure or refusal by the industrial user to provide information requested by the City as provided for in this Chapter will result in enforcement action being taken against such user. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Rep & Re En, 05/07/91)

7-02-001-0020 PUBLIC NOTIFICATION, DEFINITION OF SIGNIFICANT VIOLATION

- A. The City shall give notice of any decisions being made about the pretreatment program which may interest the public, special interest groups, or government agencies. Information about the operation or

requirements of the program will be given to any party which requests it. An advisory committee may be used for public information and input if there is an interest expressed in this.

- B. The City will publish in the largest local newspaper, at least once each year, a list of Industrial users who have not been in compliance with any substantial portion of this Chapter at any time during the previous year. For the purpose of this section, an Industrial User is in significant noncompliance if it's violation meets one or more of the following criteria:
1. Chronic violation of wastewater discharge limits, defined here as those in which sixty-six percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;
 2. technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
 3. any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the Control Authority determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
 4. any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of it's emergency authority to halt or prevent such a discharge;
 5. failure to meet within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
 6. failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 7. failure to accurately report noncompliance;
 8. any other violation or group of violations which City Utilities Director determines will adversely affect the efficient operation of the City Wastewater Treatment facilities or implementation of this Ordinance. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Rep & ReEn, 05/07/91)

7-02-001-0021 PROCEDURES FOR ENFORCEMENT

A. CITY ENFORCEMENT RESPONSE GUIDE

The POTW shall develop and implement an enforcement response plan. This plan shall contain detailed procedures indicating how a POTW will investigate and respond to instances of industrial user noncompliance. The plan shall at a minimum:

1. describe how the POTW will investigate instances of noncompliance;
2. describe the types of escalating enforcement responses the POTW will take in response to all anticipated types of industrial user violations and the time periods within which responses will take place;
3. identify by title, the official(s) responsible for each type of response.

The City shall provide notification of such plan to all Significant Industrial Users upon determination of their status and any other Industrial Users by request.

B. Notification of Violation.

1. Whenever the Director finds that a user is in violation of any provision of these Wastewater Regulations, any part of a wastewater discharge permit issued pursuant to these Wastewater Regulations, or any order for corrective action or administrative order issued pursuant to these Wastewater Regulations, the Director shall serve or cause to be served upon such user, a written Notification of Violation (NOV). The NOV shall state the basis in fact for each alleged violation. The NOV may include, but shall not be limited to:

- a. An Order for Corrective Action;
- b. A schedule to attain compliance;
- c. An Order to Show Cause either in writing or in person;
- d. An Order to Cease Discharge;
- e. A suspension or revocation of the user's permit;
- f. An Order to Respond in Writing to the allegations.

Additional orders and changes to a suspension or revocation may follow the initial order at the discretion of the Director or as additional information becomes available.

C. Response to Notification of Violation. The user shall respond to the NOV in writing to the Director within the specified time frame. In no instance shall an initial response to the NOV be due any later than ten days from receipt of the NOV by the user. The response shall be complete, containing all information and data required by the NOV.

If the response to the NOV requires an Order to Show Cause, the user shall respond by demonstrating why the Director should not ask the Flagstaff City Attorney to file a civil action in superior court requesting injunctive relief and penalties, or a criminal misdemeanor action in city court.

D. Resolution of Notification of Violation. Upon review of a response to the NOV, the Director may accept the response as complete and satisfactory. If this is the case, the Director shall consider the issue regarding the NOV closed. The Director shall notify the user in writing regarding the closure of the NOV. The closure of the NOV shall not preclude further enforcement action.

E. Deficient Response to Notification of Violation. Upon review of a response to the NOV, the Director may determine the response to be deficient. In the event of a deficient response, the Director may take, but shall not be limited to taking, the following actions: require the submittal of any non-submitted or incomplete information; suspend or revoke the user's permit; order the user to cease discharge; and/or seek any penalties applicable to the alleged violations.

F. COMPLIANCE SCHEDULE FOR INDUSTRIAL USERS

1. A compliance schedule will be set for Industrial Users that do not meet the standards of the Code of Federal Regulations, applicable state regulations or this Chapter. Final determination on compliance dates will be made by the City Utilities Director.
2. Industrial Users who do not agree to a compliance schedule with the City of Flagstaff may be subject to discontinuance of their water and/or sewer service as provided for in this chapter.

G. EFFECTS OF AN UPSET

An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the Industrial User can demonstrate through properly signed contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and the Industrial User can identify the specific cause(s) of the Upset;
2. the facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;
3. the Industrial User has submitted the reports required in Section [7-02-001-0013](#) of this Chapter in a timely manner.

H. Judicial proceedings.

Initiation of Legal Action. Whenever the Director finds that a user has violated any of the provisions of these Wastewater Regulations, the Director may ask the Flagstaff City Attorney to take appropriate legal action. This legal action may include, but shall not be limited to, the following:

1. Prohibitive injunctions;
2. Mandatory injunctions for corrective action and cleanup;
3. Civil penalties pursuant to A.R.S. Section [49-391](#) and these Wastewater Regulations;
4. Criminal misdemeanor penalties pursuant to A.R.S. Section [9-240](#) (28), Section 13-802, and Section 13-707;
5. Recovery of damages from costs to the POTW.

I. Civil Penalties for Violation.

1. The civil penalties for violation of any specific pollutant limit set forth in these Wastewater Regulations, or in any permit issued pursuant to these Wastewater Regulations, shall not exceed twenty-five thousand dollars (\$25,000) for each violation. Each day that a specific pollutant limit ~~exceedance~~exceedence occurs may constitute a separate violation.
2. The civil penalties for non-submittal of any reports, or for noncompliance with any reporting, sampling, monitoring, or documenting requirements set forth in these Wastewater Regulations, or in any permit issued pursuant to these Wastewater Regulations, shall not exceed one thousand dollars (\$1,000) for each business day (weekends and holidays excluded) that such non-submittal or noncompliance occurs.
3. The civil penalties for failure to maintain such equipment as may be necessary to conduct any wastewater self-monitoring required by these Wastewater Regulations, or by any permit issued pursuant to these Wastewater Regulations, shall not exceed five hundred dollars (\$500) per business day for each day that such failure continues; provided, however, that the Director may, in his sole discretion, waive any penalty under this Subsection 3 for any instance in which failure to maintain such equipment results in a violation for which the user is subject to a surcharge under Sections 0038.H and 0039.C and/or a penalty under Subsection 1 of this Section 0021 of these Wastewater Regulations.

J. DISCONTINUANCE OF SERVICE FOR INDUSTRIAL USER NONCOMPLIANCE

1. For hazardous discharges: The violation of any section of this Chapter shall be sufficient cause for the City to discontinue, after informal notice (phone call), water or sewer service to any premise that appears to present an imminent endangerment to the health and welfare of persons or the POTW.

2. For instances of noncompliance other than hazardous discharges: The City will provide written notice to the Industrial User, by certified, return receipt requested mail, at least 24 hours in advance and provide the industry with an opportunity to respond before proceeding with discontinuance of water or sewer service.
3. Such service shall not be restored until the violations have been discontinued or eliminated and the City may undertake any legal proceedings as may be necessary to halt, enjoin or punish the illegal discharge.
4. The User shall be responsible for any expenses the City may incur as a result of handling or eliminating any illegal discharge, for reasonable attorney's fees or for any damages resulting from such discharge. (Ord. 1693, 5-7-91)

K. PAYMENT OF SURCHARGES AND PENALTIES

All surcharges and penalties levied under this Chapter shall be due and payable in the same manner and within the same time as other charges under this Chapter in accordance with Section 0045 hereof.

L. AUTHORITY TO DISREGARD SAMPLES

In any circumstance in which clear and convincing evidence demonstrates, to the satisfaction of the Director, that one or more effluent samples or analyses thereof taken or performed by or for an Industrial User, as required by Section 0012 of this Chapter and/or such User's wastewater discharge permit or compliance schedule, is not accurate or representative of such User's discharge, then the Director or his designee may, but shall not be required to, disregard such sample(s) or analysis(es) for purposes of determining any surcharge or penalty imposed by this Chapter, provided that such action by the Director (or designee) does not contravene any state or federal law, rule or regulation. The foregoing authorization of the Director to disregard samples or analyses shall (1) create no independent right in any Industrial User, and (2) be exercised, if at all, in the sole discretion of the Director. Any determination made by the Director hereunder shall be final.

M. AUTHORITY TO CREDIT PRETREATMENT EXPENDITURES

Notwithstanding any other provision of this Chapter, the Director may, but shall not be required to, allow a credit against, or grant a rebate of, any surcharge or penalty imposed under this Chapter for violation of any pretreatment standards, for up to sixty percent (60%) of such substantiated expenditures made within one (1) year of such violation for improvement of the Industrial User's pretreatment facilities as the Director, in his sole discretion, shall determine as appropriate and likely to correct or ameliorate the violation giving rise to such surcharge or penalty. The foregoing authorization of the Director to credit pretreatment expenditures or grant rebates therefor shall:

1. not apply to any surcharge or penalty resulting from a violation of pretreatment standards that causes
 - a. a pass-through or interference at the POTW,
 - b. a violation of any requirement of the POTW's NPDES permit, or
 - c. an endangerment of the health or safety of POTW personnel or the general public;
2. create no independent right in any Industrial User;
3. be exercised, if at all, only upon a written request of the Industrial User filed within one (1) year of the subject violation; and
4. be exercised, if at all, in the sole discretion of the Director (and/or the Water Commission, if the matter is appealed under Subsection (N) hereof). Any determination made by the Director

hereunder shall be final, subject only to review and other disposition by the Water Commission, if the matter is appealed under Subsection (N) hereof.

N. PROTEST AND APPEAL OF PENALTIES AND SURCHARGES

1. An Industrial User may informally discuss any proposed surcharge or penalty with the Director at any time either before or after the assessment of the same, but any such informal conference is not required for the Industrial User to file a protest and request for an appeal hereunder.
2. At any time within thirty (30) days of the assessment of any surcharge or penalty hereunder, the Industrial User against whom the same is assessed may contest the applicability or amount of such surcharge or penalty, by filing with the Director a written protest and request for a hearing for redetermination of the same, either with payment of the surcharge or penalty or separately. Notwithstanding the foregoing, such protest and request for redetermination may be filed at any time within forty-five (45) days of the effective date of this Ordinance with respect to any penalty or surcharge assessment occurring within six (6) months of such effective date.
3. An Industrial User may request one extension for filing a protest from the Director. Such request must be in writing, state the reasons for the requested delay and time of delay requested, and be filed with the Director within the period allowed above for originally filing a protest. The Director shall allow the extension to file a protest when such written request has been properly and timely made by the Industrial User, but no such extension shall exceed forty five (45) days beyond the time provided for originally filing a protest.
4. Any payment of surcharge or penalty hereunder not accompanied or preceded by a protest and request for hearing, or otherwise clearly designated as being paid under protest and followed by a timely-filed written protest, shall be accepted by the City and credited to the User as though not made under protest.
5. The Industrial User's protest shall set forth the reasons why any correction, abatement, or refund should be granted, and the amount of abatement or refund requested. The User's protest may be amended by written notice to the Director, or during the hearing, at any time prior to the time the User rests its case at the hearing. The Director shall be provided with a reasonable period of time to review and respond to the petition and any amendments thereto, which may require adjournment if amendments are made at the hearing.
6. The Director shall forward all timely received protests to the City's Water Commission within thirty (30) days of receipt. If the Water Commission shall determine that the User's protest is not in proper form, the Water Commission may, at its discretion, grant the User an extension of up to thirty (30) days to correct its protest.
7. All protests shall be heard by the City's Water Commission, according to its usual rules of procedure, and shall be continuous until the Water Commission closes the record. The User may be heard in person or by its authorized representative at such hearing. Hearings shall be conducted informally as to the order of proceeding and presentation of evidence. The Water Commission shall admit evidence over hearsay objections where the offered evidence has substantial probative value and reliability. Further, copies of records and documents prepared in the ordinary course of business may be admitted, without objection as to foundation, but subject to argument as to weight, admissibility, and authenticity. Summary business records may be admitted subject to satisfactory proof of the reliability of the summaries. In all cases, the decision of the Water Commission shall be made solely upon substantial and reliable evidence presented with the User's protest or at the hearing. All expenses incurred in the hearing shall be paid by the party incurring the same.
8. In its determination of an appeal hereunder, the Water Commission may (but shall not be required to) rebate or refund any amount of surcharge and/or penalty imposed under this Chapter, in consideration of the User's pretreatment expenditures in accordance with

Subsection (M) hereof or otherwise, as it shall decide would best serve the interests of equity and protection of public health and safety.

9. The Water Commission shall issue its ruling not later than forty-five (45) days after the close of the record thereon. Any refund of surcharges or penalties ordered by the Water Commission pursuant to a hearing hereunder shall be made within thirty (30) days of the Water Commission's order therefor, or at such later date as the Water Commission shall provide in its order.
10. No filing of any protest, request or grant of any extension, or pendency of any hearing hereunder shall relieve any Industrial User of any payment or other obligation of the Industrial User resulting from any violation or alleged violation of any provision of this Chapter.

NOTE: City should not relieve, set aside, or redistribute an industry's penalty, fine, or surcharge, where it is imposed for actual violations of the City's ordinance. If the industry can show that the allegations against it are invalid, the penalty, fine, or surcharge could be dismissed.

(Ord. 1950, 08/05/97); (Ord. No. 1693, Rep & ReEn, 05/07/91; Ord. No. 1950, Revised, 08/05/97) (Ord. 2002-08, Amended, 07/16/2002)

7-02-001-0022 PUBLIC RECLAIMED WASTEWATER PIPELINE AND SEWER EXTENSIONS; APPROVAL BY CITY ENGINEER:

No public reclaimed wastewater pipeline or public sewer extension shall be made until the plans and specifications are approved by the City Engineer. Public reclaimed wastewater pipeline and public sewer extensions shall be constructed in accordance with standards and specifications as set forth in the City of Flagstaff General Construction Standards and Specifications. Such document is on file in the office of the City Engineer. (Ord. 1723, 4/7/92)

(Ord. No. 1723, Amended, 04/07/92)

7-02-001-0023 CONSTRUCTION AND OWNERSHIP OF PUBLIC RECLAIMED WASTEWATER PIPELINES, PUBLIC SEWER LINES AND OTHER EQUIPMENT MAINTAINED BY UTILITIES DIVISION

- A. In new subdivisions and developments where public sewers are authorized by the City, such public sewers shall be constructed at the developer's expense. Detailed plans and specifications for public sewer extensions must be approved by the City Engineer prior to construction. The engineering cost for the preparation of plans and specifications, the staking of the location of the new public sewers, the cost of inspecting the construction, the preparation of as-built plans and the cost of easements shall be assumed by the developer. The City will perform the inspection during construction at the developer's expense.
- B. The ownership of all public sewer lines, pumping stations, treatment facilities, and equipment and other appurtenances to the sewer system maintained, or accepted for maintenance by the Utilities Division shall be vested in the City, and in no case shall the owner of any premises have the right to claim any part except where otherwise provided in this Code.
- C. Where extensions of public reclaimed wastewater pipelines are authorized by the City, such pipelines shall be constructed at the reuser's expense. Detailed plans and specifications for public reclaimed wastewater pipeline extensions shall be approved by the City Engineer prior to construction. The engineering cost for the preparation of the plans and specifications, the staking of the location of the new reclaimed wastewater pipeline, the cost of inspecting the construction, the preparation of as-built plans and the cost of easements shall be assumed by the reuser. The City will perform the inspection during construction at the reuser's expense. (Ord. 1723, 4/7/92)
- D. The ownership of all public reclaimed wastewater pipelines, pumping stations, treatment facilities, equipment and other appurtenances to the reclaimed wastewater system maintained, or accepted for maintenance by the City shall be vested in the City, and in no case shall the owner of any premises

have the right to claim any part except where otherwise provided in this Code (Ord. 1723, 4/7/92); (Ord. No. 1723, Amended, 04/07/92)

7-02-001-0024 PUBLIC RECLAIMED WATER PIPELINE EXTENSION AND CONVERSION POLICY FOR REUSERS

- A. Definitions: For the purpose of this Section, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise:

REUSER: Any person or persons requesting or required to connect to the reclaimed water system of the City for any residential or nonresidential use, use where potable water quality is not required by City, State, or Federal Regulations.

POINT OF DELIVERY: A location designated by the City for acceptance and measuring of the reclaimed water by the reuser. The point of delivery shall include a vault, pit, meter, valves, and other appurtenances necessary to meter reclaimed water to the reuser.

RECLAIMED WATER AGREEMENT: A written agreement between the reclaimed water reuser and the Division for connection to an existing public reclaimed water pipeline, approved and executed in the name of the Division by the City's Utilities Director.

REIMBURSEMENT AGREEMENT FOR RECLAIMED WATER: A written agreement between the reclaimed water reuser and the City for reimbursement of the reuser's costs incurred in providing for the extension of, and connection to, a public reclaimed water pipeline, approved by the City Council and executed in the name of the City by the Mayor.

CONVERSION AGREEMENT FOR RECLAIMED WATER: A written agreement between the City and the reclaimed water reuser for reimbursement of the City's costs incurred in converting the reuser's potable water system to a reclaimed water system, by the extension of, and connection to, a public reclaimed water pipeline, approved by the City Council and executed in the name of the City by the Mayor.

- B. Plans and Specifications for Public Reclaimed Water Pipeline Extensions: A reuser who wishes to extend or install reclaimed water facilities must employ an engineer, registered in Arizona, to perform the field engineering and prepare detailed plans and specifications for the extension in accordance with good engineering practice, and adopted general construction standards and specifications of the City and regulations of the Arizona Department of Environmental Quality for the reuse of water. The final detailed plans and specifications for the reclaimed water pipeline extension shall be approved by the City Engineer before construction begins.
- C. Costs of Extensions and Conversions: The reuser causing an extension of a public reclaimed water pipeline, conversion of an existing irrigation system to reclaimed water, and the construction of the point of delivery shall pay in full for the rights of way and easements, the purchase, construction and installation of the reclaimed water pipeline, and all other costs of the extension and/or conversion. However, the City reserves the right to increase the diameter of the extension through cash or a reimbursement agreement.
- D. Recovery of Costs of Extensions and Conversions: Subject to City approval, reusers may recover costs incurred from converting an existing irrigation system to use reclaimed wastewater or from extending public reclaimed water pipelines in accordance with paragraph (c) of this Section. Recovery of costs shall be in the form of a rebate amounting to ten percent per year of said costs for a period of ten years. Rebates shall be paid to the reuser at the end of each full calendar year of reclaimed water usage. The total amount of the allowable costs to be recovered shall be agreed to prior to the reuser obtaining reclaimed water and shall be in the form of a written agreement between the City and the reuser. No interest shall be paid to the reuser on the costs being recovered.
- E. Replacement and/or Repair: All persons or other entities who create, cause to be built, or build any such extensions of services as contemplated herein or convert existing irrigation systems to use

reclaimed water, shall also pay for any and all such replacements as becomes necessary as a direct or indirect result of the creation, building or construction of such extensions and/or conversions. For example, repairs or replacements of sidewalks, paving or other utilities damaged or disturbed during the building of reclaimed water pipeline extensions and/or conversions. Costs of said replacements and /or repairs may be included in the costs incurred from paragraph (D) of this Section.

F. Reimbursement Agreement Between City and Reuser: Before the reuser incurs any costs in the extension of any public reclaimed water pipeline to provide service for any individual or property, the reuser desiring such service shall execute a Reimbursement Agreement for Reclaimed Water with the City which shall include the following:

1. A warranty of workmanship and materials for public reclaimed water pipelines and facilities installed which shall run to the benefit of the City for a period of at least one year from the date of acceptance by the city.
2. A diagram of all property which will be served by the reclaimed water pipeline to be installed and an irrigation plan for the property.
3. A statement that the City acquires ownership of public reclaimed water pipelines, appurtenances, and easements upon completion and acceptance by the City.
4. The regulations for reuse of reclaimed water, quantity, quality, and cost of the reclaimed water.
5. The terms for cost recovery by the reuser of reclaimed water pipeline extension and/or conversion costs if applicable.

G. Conversion Agreement Between City and Reuser: Before the City incurs any costs in the extension of any public reclaimed water pipeline needed to convert a reuser's private, potable water system to a reclaimed water system, the City and the reuser shall execute a Conversion Agreement for Reclaimed Water. Conversion agreements are subject to City approval and limited to projects that provide a 'net present value' cost recovery to the City within ten (10) years. Net present value shall be determined by the estimated cost of the project and the current prime interest rate. Recovery of costs shall be in the form of billing for consumption of reclaimed water at 75% of the reuser's present potable water rate. Recovery of costs estimates shall be based on consumption history as determined by the City, or on an engineered estimate in the case of new sites. The availability of Conversion Agreements shall always be subject to budgetary constraint. Conversion Agreements shall include, but not necessarily be limited to, the following:

1. Place of Use
2. Quality Standards
3. Point of Delivery
4. Commodity Rate
5. Costs to City
6. Costs to User
7. Compliance with Regulations
8. Commencement of Service
9. Termination of Service
10. Resale of Reclaimed Water
11. Inspection

H. Penalty: Any person who excavates or causes an extension to be made for the purpose of laying any reclaimed water pipeline in public streets, alleyways or upon the property of the City without first complying with the provisions hereof, shall be subject to a fine of not less than two hundred dollars (\$200.00) nor more than three hundred dollars (\$300.00). A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. (Ord. 1723, 4/7/92)

- I. The City's Utilities Director shall approve, execute and enforce Reclaimed Water Agreements, for the purpose of expanding the reclaimed water program to all residential and nonresidential reusers located adjacent to existing public reclaimed water pipelines.
- J. Reclaimed Water Agreement Between the Division and the Reuser: Before connecting to an existing public reclaimed water pipeline, the reuser requesting such connection shall execute a Reclaimed Water Agreement with the Division which shall include, but not necessarily be limited to, the following:
1. Place of Use
 2. Quality Standards
 3. Point of Delivery
 4. Commodity Rate
 5. Costs to User
 6. Compliance with Regulations
 7. Commencement of Service
 8. Termination of Service
 9. Resale of Reclaimed Water
 10. Inspection

(Ord. No. 1723, Rep&ReEn, 04/07/92) (Ord. 2002-07, Amended, 07/16/2002)

7-02-001-0025 MAIN SEWER EXTENSION POLICY FOR AREAS BEYOND PRESENT CITY TRUNK LINES

- A. Definitions: For the purpose of this Section, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise:

DEVELOPER-OWNER: Any person or persons requesting or required to connect to the sewer system of the City in developing one or more parcels of land. The term includes subdividers, industrial developers, private property owners, companies and legally constituted improvement districts who improve or serve with sewers, platted or unplatted property.

CITY: The word "City" shall mean the City of Flagstaff in the County of Coconino and the State of Arizona, except as otherwise indicated.

SEWER LINES includes:

1. **LATERAL SEWER:** A sewer which discharges into a branch or other sewer and has not other common sewer tributary to it.
 2. **BRANCH SEWER:** An arbitrary term for a sewer which receives sewage from lateral sewers from a relatively small area.
 3. **MAIN SEWER:** A sewer which receives sewage from one or more branch sewers as tributaries.
 4. **TRUNK SEWER:** A sewer which receives sewage from many tributary main sewers, and serves as an outlet for a large territory. (Ord. 1104, 1 2-4-79)
- B. Plans and Size of Sewer Line Extensions: A developer-owner who wishes to extend or install sewer facilities must employ an engineer, registered in Arizona, to perform the field engineering and prepare detailed plans and specifications for the sewer extension in accordance with good engineering practice, and adopted standards set forth in the Uniform Building Code (current adopted edition), Uniform Fire Code (current adopted edition), general construction standards and specifications of the City, current subdivision regulations, general land use plan currently adopted, and any applicable State health regulations and any applicable City code requirements or standards. The final detailed plans and specifications for the sewer extensions must be approved by the City Engineer before construction begins. (Ord. 1112, 2-4-80)

- C. **Costs of Extension:** The developer-owner causing an extension of sewer line shall pay in full for the rights of way and easements, the purchase, construction and installation of the sewer lines, and all other costs of extension. However, the City reserves the right to increase the diameter of the extension, if it is deemed advisable, and the City may participate in the oversizing costs, through cash or a reimbursement agreement.
- D. **Replacement of Repair:** All persons or other entities who create, cause to be built, or build any such extensions of any such services as contemplated herein, shall also pay for any and all such replacements as becomes necessary as a direct or indirect result of the creation, building or construction of such extensions. For example, repairs or replacement of sidewalks, paving or other utilities damaged or disturbed during the building of sewer line extensions. (Ord. 1104, 12-4-79)
- E. **Agreement between City and Developer-Owner:** Before the extension of any sewer line shall be made to serve a subdivision, platted or unplatted property, to provide service for any individual or unplatted property, the developer-owner desiring such service shall execute an agreement with the City which shall include the following: (Ord. 1112, 2-4-80)
1. A warranty of workmanship and materials for sewer lines and facilities installed which shall run to the benefit of the City for a period of at least one year from the date of acceptance by the City.
 2. A diagram of all property which may be served by any sewer line to be installed.
 3. A statement that the City acquires ownership of sewer line appurtenances and easements upon completion and acceptance of the work by the City.
 4. A statement of the developer-owner's proportionate share of the cost for previously installed sewer lines if any reimbursement agreements are in existence concerning the sewer line.
- F. **Penalty:** Repealed. (Ord. 1642, 11/7/89)
- (Ord. No. 1642, Amended, 11/07/89)

7-02-001-0026 PRIVATE SEWERAGE SYSTEMS; CONSTRUCTION AND MAINTENANCE WITHIN THE CITY PROHIBITED GENERALLY

Except as provided in this Chapter, it shall be unlawful to construct or maintain within the City any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

7-02-001-0027 PRIVATE SEWERAGE SYSTEMS; WHEN PERMITTED, TO BE CONSTRUCTED AND MAINTAINED IN SANITARY MANNER

Where in a public sanitary sewer is not available within the City, or in any area under the jurisdiction of the City, the building sewer shall be connected to a private sewage disposal system, complying with the provisions and recommendations of the Arizona Department of Health Services and the sanitary code of the County Health Department. Such private sewage disposal system shall be constructed, maintained, and operated at all times in a sanitary manner.

7-02-001-0028 PRIVATE SEWERAGE SYSTEMS; DISCONTINUANCE

At such time as a public sewer becomes available to property served by a private sewage disposal system, a direct connection shall be made to the public sewer in accordance with the provisions of this Article and any septic tank, cesspool or similar private sewage disposal facilities shall be abandoned and filled with suitable material within ninety (90) days of the aforesaid connection.

7-02-001-0029 PRIVATE SEWERAGE SYSTEMS; AUTHORITY OF DIRECTOR OF HEALTH DEPARTMENT

No statement contained in the preceding two (2) sections shall be construed to interfere with any additional requirements that may be imposed by the Health Departments of the State and County.

7-02-001-0030 PERMIT REQUIRED

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Engineering Section.

7-02-001-0031 APPLICATION FOR BUILDING CONNECTION:

Each person desiring a building connection shall make application to the Finance Section. All applications for building connections to be constructed by Utilities Division shall be accompanied by the current fee for such work. (Ord. 1104, 1 2-4-79)

7-02-001-0032 DIRECTOR OF UTILITIES TO APPROVE DESIGN NUMBER, LOCATION, SIZE AND CONSTRUCTION OF BUILDING CONNECTIONS:

The design, number, location, manner of connection and size of all building connections shall be subject to the approval of the Utilities Director. The Division will install all building connections less than eight inches (8") in diameter, except as provided elsewhere in this Chapter. All building connections eight inches (8") in diameter or larger shall be installed by a private contractor at the property owner's expense. Building connections shall be installed on lateral branch and main sewers only, unless specifically authorized and approved by the Utilities Director. All building connections shall be constructed in accordance with standards and specifications on file in the Engineering Section. (Ord.1112, 2-4-80)

7-02-001-0033 SPECIAL PROVISIONS FOR INSTALLING BUILDING CONNECTIONS IN NEW SUBDIVISIONS AND DEVELOPMENTS:

In new subdivisions or developments where public sewer extensions are authorized by the City and constructed at the developer's expense, the City may authorize the developer or his agent, if he so desires, to install building connections with "wyes" and connect the building sewers to the building connection under the following provisions: (Ord. 1104, 12-4-79)

- A. construction of the public sewer, building connections, and connections of the building sewers to the building connection shall be under the supervision of a registered engineer holding registration in the State, who shall submit "as built transparency plans", bearing the registered engineer's registration seal and number, to the Engineering Section. It shall be the duty of the developer to require that all building connections, serving lots in the development upon which no buildings are constructed, be effectively sealed until such time as buildings will be constructed on the lots left vacant. Such sealed connections shall be inspected and approved by the City Engineer before being backfilled and shall be designated for location on the "as built plans". The effective seal shall consist of a vitrified clay stopper inserted in the bell of the sewer extending to the property line from the public sewer; such stopper shall be jointed according to the standard details on file in the Engineering Section. (Ord. 1112, 2-4-80)
 - B. Before any building sewer construction is commenced, plumbing permits must be obtained by the developer or his agent from the Building Official. (Ord. 1104, 12-4-79)
 - C. When the "as built plans" are prepared by the Engineering Section, a record of the building connections will be made.
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7-02-001-0034 RECORDS TO BE KEPT BY ENGINEERING SECTION

The Engineering Section shall keep a record of all building connections made, the purpose for which they are to be used. (Ord. 1112, 2-4-80)

7-02-001-0035 SEWER TAP FEE

Each person, firm or corporation requesting a sewer tap to be installed by the City shall pay the fee as hereby established:

Four inch (4") sewer tap \$ 275.00

Six inch (6") sewer tap \$275.00 (Ord. 1681, 12/4/90)

Procedures for Owner/Contractor:

Owner/contractor shall pay buy-in charges if applicable.

Owner/contractor shall obtain a permit from the Engineering Section and pay a permit fee before starting excavation,

When notified by the Flagstaff Blue Stake Center, City Utilities Division personnel will locate the sewer main for owner/contractor.

Owner/contractor excavates site and shores trench if necessary, shoring shall be determined by Utilities Division personnel.

Owner/contractor provides barricades, lights and traffic control as determined by the Engineering Inspector.

Wastewater collection personnel installs the saddle and makes the tap in the sewer main.

Owner/contractor installs building connection to the saddle and completes the connection.

Engineering Inspector inspects the owner/contractor's work and approves if work is completed satisfactorily.

Owner/contractor compacts and backfills trench, replaces pavement if necessary.

Final inspection is done by the Engineering Inspector.

Approval (permit sign-off) is made by the Engineering Inspector.

Owner/contractor shall not tap the main sewer at any time. (Ord. 1339, 11-20-84)

(Ord. No. 1681, Amended, 12/04/90)

7-02-001-0036 SEWER USER CHARGES

In order to provide for the protection of the public health, safety and welfare of the citizens of Flagstaff, a system of charges for sewerage use services is hereby established.

7-02-001-0037 THE COLLECTION OF USERS CHARGES SHALL BE UNDER THE DIRECTION OF THE CITY'S FINANCE DIRECTOR

The Finance Director is authorized to collect all user charges, industrial cost recovery charges and all other charges prescribed by this Chapter. (Ord. 1104, 12-4-79)

7-02-001-0038 RATE ESTABLISHMENT AND REVIEW PROCEDURE

- A. Rates established by ordinance of the City Council shall be based upon the City's determination of the cost of rendering sewerage services. The rates shall be established to provide for adequate funding for operation and maintenance of sewage works as required by the Environmental Protection Agency. The Council may also consider the funding of debt service, capital replacement, capital improvements and other costs through user charges.
- B. In addition to other pertinent factors deemed relevant by the City Council, the rate schedules adopted by the City Council may include the following cost factors:
 1. Appropriate indirect costs of the Division and other City divisions in rendering sewer related services such as purchasing, accounting, billing, administration, equipment maintenance, and other indirect costs.
 2. Annual debt service charge for the retirement of sanitary sewer bonds.

- C. Rate schedules shall distribute cost based upon the volume of wastewater discharged as well as BOD and SS of the wastewater discharged.
- D. The method to be used for determining user charges expressed in a formula is:

$$\text{Rate} = \frac{\text{Total Cost* of Flow}}{\text{Total Flow}} + \frac{\text{Total Cost* of BOD or COD}}{\text{Total BOD or COD}} + \frac{\text{Total Cost * of SS}}{\text{Total SS}}$$

User Charge = Rate X User's Units of Contribution
 *Cost = Operation and Maintenance plus Replacement Cost

The basis for the units of contribution shall consider volume (as determined by water meters or estimates).

(Ord. 1554, 3/1/88)

- E. Financial Management System. The user charge system shall include an adequate financial management system that will accurately account for O&M revenues and expenditures associated with the treatment works. The accounting system must segregate O&M revenue and expenditure from other wastewater revenue and expenditures to assure adequate revenue to properly operate and maintain the treatment works. All revenues collected for operation and maintenance (including replacement) shall be deposited in a separate fund. This fund shall have two accounts, one for O&M and one for replacement. (Ord. 1554, 3/1/88)
- F. Notification. All users of the system shall be notified at least annually in conjunction with a regular billing for sewage service as to:
 1. The rate schedule in effect.
 2. The part of user charges attributable to wastewater treatment services.
- G. Inconsistent Agreements. The user charge system shall take precedence over any terms or conditions of agreements or contracts between the City and users (including industrial users, special districts, other municipalities, or Federal agencies or installations) which are inconsistent with the requirements of section 204(b)(1)A) of the Clean Water Act and these regulations.
- H. Toxic Pollutants and Pollutants in Excess of Specified Limits. The user charge system shall provide that each user which discharges any toxic pollutants or others which cause an increase in the cost of managing the effluent or the sludge of the City's treatment works shall pay for such increased costs by the following formula:

$$\text{Total Cost* of Any Pollutant Surcharge} = \text{Total of Any Pollutant *Cost} = \text{Operation and Maintenance Plus Replacement Costs (Ord. 1554, 3/1/88)}$$

- I. Wastewater Treatment By-Products. All revenue from the sale of treatment related by-products shall be used to offset the cost of operation and maintenance. User charges shall be proportionally reduced for all users. Total annual revenues received from the sale of a by-product shall be credited to the treatment works O&M cost no later than the fiscal year immediately following their receipt. (Ord. 1554, 3/1/88)

(Ord. No. 1554, Amended, 03/01/88)



7-02-001-0039 SEWER USE CHARGES, CAPACITY CHARGES

The sewer user charges to be charged by the Finance Section to all users and to all others that have reasonable access to sewer mains is presented in the following schedule:
 The City Council may adjust these rate schedules as they deem necessary.

A. Sewer User Charges:

MONTHLY RATE PER 1,000 GALLONS OF WATER CONSUMPTION

The following monthly service rate shall be charged for customers receiving City of Flagstaff sewer service inside the limits of the City of Flagstaff: Sewer charges are based water consumption. Flat rate charge (dollars/1,000 gallons) for residential based on winter quarter average water use. Other customer classes based on actual water use (dollars/1,000 gallons).

Sewer only service customers will be charged a monthly service fee and sewer usage charge based on estimated water consumption as approved by the Utilities Director. If the Director determines that adequate water meter information is not available for billing a residential customer as described above, then the customer will be charged the average monthly billing for that user class.

Customer Classes	Monthly Rate				
	1/1/11	1/1/12	1/1/13	1/1/14	1/1/15
Residential:					
Single-family	3.08	3.59	3.69	3.80	3.80
Multiple and mobile home (per unit)	3.08	3.59	3.69	3.80	3.80
Non-Residential:					
Car Washes	3.06	3.56	3.70	3.82	3.82
Laundromats	3.14	3.65	3.80	3.91	3.92
Commercial	3.22	3.75	3.90	4.01	4.02
Hotels, motels	4.32	5.03	5.21	5.37	5.38
Restaurants	5.20	6.05	6.27	6.45	6.46
Industrial Laundries	4.77	5.55	5.76	5.93	5.94
Manufacturing Plants	3.46	4.02	4.18	4.31	4.32
Pet Food Manufacturers	7.64	8.89	9.19	9.47	9.48
Soft Drink Bottlers	6.05	7.04	7.29	7.50	7.51
Ice Cream Cone Manufacturers	9.46	11.02	11.38	11.72	11.73
Northern Arizona University	2.79	3.24	3.37	3.48	3.48
Waste haulers (charge per 1,000 gallons)	80.00				
Restaurant grease (charge per 100 gallons)	11.00				
Other treatment plant sludge (charge per 100 gallons)	8.00				
Mud sump waste (charge per 100 gallons)	25.00				
Waste material delivered to the treatment plant at times other than 8:00 AM to 4:00 PM weekends or holidays shall be assessed an after hours fee of:	35.00				
Sewer surcharges:					
Biochemical Oxygen Demand - per pound concentrations	\$.2703				

over 300 milligrams per liter

Suspended solids - per pound for concentrations over 350 milligrams per liter \$.1343

If a customer's discharge exceeds the BOD and TSS limit already included in the monthly rate calculation for that customer class listed above, then sewer surcharges may be added as a condition to the customer user permit, compliance agreement or administrative order.

BOD and TSS included in monthly rates for specific customer classes are as follows:

Customer Class	BOD mg/l	TSS mg/l
Car Washes	20	150
Laundromats	150	110
Commercial	200	175
Manufacturing	200	175
Pet Food Manufacturers	1800	1100
Soft Drink Bottlers	1800	400
Ice Cream Cone Manufacturers	9700	100

All customers served directly by the City and located outside the City limits shall pay at a rate of one hundred ten percent (110%) times the rate for the same classification of service inside the City.

In the case of one meter serving a user that has different classifications of business, the Utilities Director shall be authorized to adjust the rate per one thousand (1,000) gallons based upon the contribution of each classification.

The user shall be determined according to customer class (see rate schedule above). (Ord. 1849, 12/06/94)

B. Capacity Charges

1. A capacity charge, as prescribed below, shall be assessed upon:
 - a. initial connection to the municipal sewer system, or
 - b. any subsequent expansion or modification of the user's building or facility which results in an increased contribution to the sewer system from:
 - (i) for single or multi-family residential users, an increase in the number of residential units, or
 - (ii) for commercial or industrial users, an increase in the number of fixture units, or
 - (iii) for industrial users, any change in operations resulting in a 20% or greater increase in billable volume as measured on an annual basis, or
 - (iv) a change of use of the property whereby an increased volume of discharge to the sewer system occurs. (Ord. 1809, 06/15/93)
 - c. Size of water meter installed on the property.
 - d. Each additional water meter added will require additional sewer capacity fees unless specifically designated as a landscape meter.
2. The capacity charges for the various types of users are as follows:

- a. Customer (capacity) Charge, dollars
- b. Residential
- c. Single family residential and townhomes (per unit):
 - (effective 1-1-07) \$2,410
 - (EFFECTIVE 7-1-12) \$3,126
- d. Multiple residential, condos & mobile home (per unit):
 - (effective 1-1-06) \$2,300
 - (EFFECTIVE 1-1-12) \$3,126

When a change of use occurs that increases the volume of discharge to the sewer system, regardless of whether a change in ownership has taken place, the capacity charge shall be based on the capacity charge for the new use less the existing capacity charge rate for the previous use. No refund shall be made in the case of reduced volume of discharge from a change of use. (Ord. 1809, 06/15/93)

Non-residential:

Meter size	(effective 1-1-07)	EFFECTIVE 7/1/12
5/8" or 3/4"	\$2,410.00	\$3,126.00
1"	\$4,300.00	\$5,210.00
1-1/2"	\$8,600.00	\$10,419.00
2"	\$8.80	\$16,671.00
3"		\$31,257.00
4"		\$52,095.00
6"		\$104,191.00
8"		\$166,705.00
10"		\$239,639.00

*gallon per day of estimated flow

Where the capacity charge is based on volume, said charge will initially be calculated based on an estimate of flowage to be submitted in writing by the customer and agreed upon by the City. The capacity charge will be adjusted based upon the volume of the highest consecutive 12 month period for the 36 months immediately following commencement of service for assessment of an additional capacity charge.

The Division shall review all industrial user accounts on an annual basis and assess an additional capacity charge when the annual average billable volume increased by 20% or more. The charge is calculated at the current volume less previously assessed capacity charge recalculated at then current rates.

Wastewater capacity associated with similar user classes may be transferred from one location to another with the approval of the Division. The location from which the wastewater capacity was transferred shall be without wastewater capacity until a subsequent purchaser of said location establishes a new capacity and fees for the new use. The transferor of the wastewater capacity is required to notify any subsequent purchaser of the property, which no longer has wastewater capacity, that such capacity does not exist. The City shall record an

agreement between the transferor and the City with the County Recorder against the property without wastewater capacity rights. The agreement shall reference the legal description of the property without wastewater capacity and clearly indicate that wastewater capacity rights do not exist.

Exemption and Payment of Capacity Charges. Structures with a minimum of stem wall, and first floor existing on December 1, 1979, shall be exempt from the capacity charges. As of that date, the capacity charge is immediately due and payable upon, receipt of an application for connection to the sewerage system.

If connection is made to the sewerage system without appropriate permit, the capacity charge is immediately due and payable upon the earliest date that such permit was required. No connection to the sewerage system shall be made without the proper permit and payment of the capacity charge except as provided below for installment payments. (Ord. 1796, 03/16/93)

C. Capacity Fee Installment Payments:

Capacity fees may be paid for by installment payments in accordance with the following conditions:

1. A capacity fee that totals an amount greater than \$150,000 may be paid as follows:
 - a. No less than 1/3 of the total capacity fee due is to be paid upon receipt of the application for connection to the sewerage system.
 - b. The balance due of the capacity fee is to be paid in equal monthly installments over no more than thirty-six (36) months to include an interest rate calculated to be the prime rate + 1/2% at the time of the application.
 - c. The customer agrees to secure the balance due to the City by a letter of credit drawn in favor of the City, or in any other form of security satisfactory to the City Manager, City attorney and Finance Director.
2. For industrial capacity fees greater than \$25,000 the City Council may consider reduced initial payments and/or extended time periods for payment. Consideration shall be based on the following criteria and other criteria the City Council may wish to include:
 - a. Economic impact
 - b. Community impact
 - c. Environmental impact
 - d. Desirability
 - e. Financial viability
3. Requests for reduced initial payments and/or extended time periods for the payment of industrial sewer capacity fees shall be made in writing to the City Utilities Director for consideration by the City Council. Requests shall address the aforementioned criteria and shall be subject to the following:
 - a. No less than \$25,000 of the total capacity fee is due to be paid upon receipt of the application for connection to the sewerage system.
 - b. The balance of the capacity fee shall be paid in equal monthly installments for a period of up to thirty years as requested by the industrial customer and approved by the City Council. A written agreement shall be executed between the City and the customer which shall include an interest rate as recommended by the City Manager and City Treasurer and approved by the City Council of the application.

- c. The industrial customer agrees to secure the balance due to the City by a letter of credit drawn in favor of the City or in any form of security satisfactory to the City Treasurer.

D. Special Rules for Application of Surcharges

The following special rules shall pertain in applying the surcharges described in Section 0038.H of this Chapter and Subsection A of this Section 0039:

1. Biochemical Oxygen Demand
 - a. In the event that an Industrial User's wastewater shall exhibit concentrations of BOD exceeding 400mg/l, then the surcharge for concentrations from 400mg/l to 500mg/l shall be multiplied by two (2);
 - b. in the event that an Industrial User's wastewater shall exhibit concentrations of BOD exceeding 500mg/l, then the surcharge for concentrations from 400mg/l to 500mg/l shall be multiplied by two (2), and the surcharge for concentrations of BOD exceeding 500mg/l shall be multiplied by three (3).
2. Total Suspended Solids
 - a. In the event that an Industrial User's wastewater shall exhibit concentrations of TSS exceeding 450mg/l, then the surcharge for concentrations from 450mg/l to 550mg/l shall be multiplied by two (2);
 - b. In the event that an Industrial User's wastewater shall exhibit concentrations of TSS exceeding 550mg/l, then the surcharge for concentrations from 450mg/l to 550mg/l shall be multiplied by two (2), and the surcharge for concentrations of TSS exceeding 550mg/l shall be multiplied by three (3).
3. All surcharges imposed by this Chapter shall be based on the average of all sampling conducted during the applicable billing period over the total flow for such period. (Ord. 1981, 09/15/98)

(Ord. No. 1590, Amended, 11/1/88; Ord. No. 1681, Amended, 12/04/90; Ord. No. 1727, Amended, 12/03/91; Ord. No. 1796, Amended, 03/16/93; Ord. No. 1809, Amended, 06/15/93; Ord. No. 1825, Amended, 12/07/93; Ord. No. 1809, Amended, 06/15/93; Ord. No. 1849, Amended, 12/06/94; Ord. No. 1945, Amended, 05/20/97; Ord. No. 1944, Amended, 05/20/97; Ord. No. 1950, Revised, 08/05/97; Ord. No. 1981, Amended, 09/15/98) (Ord. 2002-05, Amended, 05/21/2002; Ord. 2000-24, Amended, 10/03/2000; Ord. 1999, Amended, 07/06/1999); Amended Ord. 2006-27 (11/07/2006); Ord. No. 2010-23, Amended 09/07/2010).

7-02-001-0040 SEPTIC TANK AND SCAVENGER WASTE HAULERS

- A. Authorized Waste Haulers: Only those persons or companies whose principal source of business is within Coconino County shall be authorized to discharge scavenger wastes into the sewerage system.
- B. Permit to Discharge: All authorized persons or companies, as defined in (A) above, wishing to discharge scavenger wastes into the sewerage system must first obtain a scavenger waste discharge permit from the Finance Director. Permit applications shall include information on the company ownership, locations, identification, license number of all trucks to be used for delivery of waste to City sewerage facilities and any other pertinent information as may be desired by the City. It shall also include truck capacity and other information pertinent to discharge to the sewerage system. Permit applications shall be signed by a responsible owner or manager of the company applying for permission to discharge. All waste haulage equipment operated by companies with permits shall be registered with the Finance Director and shall be identifiable by display of the license plate number. (Ord. 1693, 5-7-91)

1. The permit provided for in this Section of the Chapter shall be issued by the Finance Director to all applicants who comply with the terms and conditions set forth in this Section upon the payment of a permit fee, as follows:
 - a. For each vehicle utilized for the transportation of wastes for disposal into the sewerage system: five dollars (\$5.00)
 - b. The permit issued as provided for in this Section shall expire one year after the date of issue. It shall be the responsibility of the hauler to seek renewal of their permit annually, at least 30 days prior to the expiration date of the previous permit. (Ord. 1693, 5-7-91)
 - c. Revocation of permit: Noncompliance with any part of this Section or subsequent regulations shall subject the permit holder to revocation of permit to utilize the services of the City sewerage system for disposal of scavenger wastes. Reissuance of permit to discharge after revocation shall be at the discretion of the Utilities Director and may be subject to such conditions as he/she deems appropriate. (Ord. 1693, 5-7-91)
- C. Regulations: The Utilities Director may establish such regulations as are deemed necessary to control the discharge of scavenger wastes so as to prevent incidences of overloading, interference or pass-through at the Wastewater Treatment Plant and/or interference, damage, etc., to the wastewater collection systems. All discharges shall comply with the Prohibited Substances restrictions set forth in Section 7-02-001-09 of the Code. The Wastewater Treatment Plant does not accept hazardous waste as defined by the Resource Conservation and Recovery Act and the Code of Federal Regulations.
- D. Each load to be discharged into the City wastewater system, shall be manifested in a form and format provided by the City of Flagstaff.
- E. Provisions of Services: Normal wastes from septic tanks, sewage treatment plants, etc., may be discharged routinely. Permission to discharge other wastes that are not readily biodegradable or are not known to be compatible to the operations of wastewater treatment plants shall be refused. Special request must be made to the Utilities Director prior to discharge of any materials of questionable acceptability. Some specific reasons for refusal of service shall include:
 1. Material deleterious to treatment plant operation or operators such as oils, greases, gasoline, toxics, volatile solvents, sand, metallic particles, or paints.
 2. Materials which would cause unusual expense in handling and treatment (i.e. blood, etc.), unless prior arrangements have been made for the payment of additional cost of service.
 3. Materials which would inhibit the performance of the treatment plant such as acids, plating wastes, or toxic materials.
- F. Fees and Charges: Fees and charges for treatment of formal scavenger wastes shall be based on the costs of providing such services and on the expected overall average characteristics of such discharges, which shall be designated as five thousand four hundred (5,400) mg/l BOD and twelve thousand (12,000) mg/l SS. (Ord. 1693, 5-7-91)
- G. The waste hauler will be financially responsible for any damage to, or interference with the POTW, or for any expense to the City (including testing) caused by the discharge from the hauler. The waste hauler and/or generator will be charged for all expenses in monitoring and handling their discharge. (Ord. 1693, 5-7-91)
- H. Waste haulers may not discharge unless a plant operator is present and has approved the discharge. The operator may refuse to accept any discharge if it is suspected to contain wastes which are considered unacceptable to the City Wastewater Treatment facilities. (Ord. 1693, 5-7-91)

- I. The waste hauler shall have sampling outlets (approved by the City Utilities Division) on each truck for proper sampling of contents. (Ord. 1693, 5-7-91) The waste hauler shall be subject to random sampling/monitoring by the City.
- J. Waste haulers will position their trucks at the direction of the plant operator to prevent spills. Any traces of the hauler's discharge must be removed by the hauler immediately.
- K. The discharge of scavenger wastes shall be permitted only at the locations and during such hours as shall be established by the Utilities Director. The discharge of scavenger wastes to the sewerage system at any other location is forbidden.
- L. Septic Tank And Scavenger Waste Haulers shall be subject to the enforcement guides set forth in Section [7-02-001-0021](#) of the Code.
- M. Provision of false information by either the generator or the hauler shall also be considered a violation of this Code and subject to the provisions of Sections [7-02-001-0019](#) and [7-02-001-0021](#) of this Code.

(Ord. 2003-04, Amended, 04/04/2003)

7-02-001-0041 SEWER RATES TO BE ADDED TO WATER BILLS

All sewer user charges to be added to and collected with the bills as rendered for water by the Finance Section, and all of the rules and regulations promulgated by the Finance Section shall apply to, and be effective in, the collection of such sewer service charges.

7-02-001-0042 WHEN BILLS PAYABLE; DISCONNECTION OF SERVICE FOR FAILURE TO PAY; RECONNECTION FEE

All bills for sewer service shall be due and payable on the billing dates of the various districts, and if not paid within thirty (30) days thereafter will be considered delinquent and the sewer service may be discontinued without notice. In the event extraordinary costs are incurred by the City to discontinue the sewer service, such costs shall be paid by the customer before service is continued. (Ord. 1104, 12-4-79)

7-02-001-0043 DETERMINATION OF WASTEWATER QUANTITY AND BILLINGS:

NONRESIDENTIAL

- A. In the absence of suitable data to make a determination for non-residential users as to the amount of water discharged to the sewer system, the sewer user charge shall be based on the amount of water supplied to the premises. The Director of Utilities may require or permit the installation of acceptable additional water or sewer meters at such party's expense and in such a manner as to determine the quantity of water actually entering the sewer system, in which case, the quantity of water used to determine the sewer charge shall be the quantity of water actually entering the sewer system as so determined. The meter (or meters) must measure the total flow unless another method has been approved by the City. (Ord. 1693, 5-7-91)
- B. It shall be the responsibility of each user, who chooses or is required to perform the purchase and installation of such meters, to notify and gain approval of the City of Flagstaff Utilities Division. Upon initial written verification, by a qualified individual, that the meter has been installed and is functioning accurately and efficiently, the user assume daily operation and maintenance of such meters. (Ord. 1676, 10/2/90)

If at any time, the City of Flagstaff Utilities Division determines that such meter is insufficient for the purpose it is intended, whether because of inability to repair, increased discharge rate of wastestream, etc., the user shall replace the meter or have modifications performed to the existing meter, at the user's expense and in such a way that is considered satisfactory to the City Utility Director. (Ord. 1676, 10-2-90)

- C. All Significant Industrial Users, have a City-approved sewer flow meter or other City approved means of measuring their effluent. This meter be equipped to provide a permanent record of the flow measurements. All records of the flow be kept for a minimum of three (3) years and must be available to the City. (Ord. 1693, 5-7-91)
- D. It shall be the responsibility of all Industrial Users who are required or choose to install flow measurement devices to provide a security system which would provide the City with unrestricted access to such meter, yet at the same time provide protection from User access unauthorized by the City, tampering, vandalism, the elements or any other factor which may inhibit accurate flow measurement of the wastestream. (Ord. 1693, 5-7-91)
- E. The Industrial User shall keep their wastewater collection lines free from debris, turbulence or any other entity that may inhibit the accurate measurement of sewer flow. (Ord. 1693, 5-7-91)

RESIDENTIAL:

- A. Sewer user charge be based on the average monthly water billed to each customer during the preceding December, January, February and March and shall represent sewage flow for full-time residential customers. (Ord. 1590, 11-1-88)
- B. If the Director determines that adequate water meter information is not available for billing a residential customer as described above, then the customer be charged the average monthly billing for that user class. (Ord. 1590, 11-1-88)
- C. Upon approval of the Director, any individual user may, at his own expense and subject to the regulations of the Division, install a separate meter in order to determine the quantity of water actually entering the sewer system and future sewer charges shall be limited to that water actually entering the sewer system as so determined by the Director. (Ord. 1590, 11/01/88)
- D. If within 10 days of billing, a customer files a written complaint with the Director alleging that a significant portion of his water usage does not enter the sewer system, the Director, in accordance with written appeals procedure, provide an opportunity for the customer to present his supporting documentation to an employee designated by the Director to hear complaints. (Ord. 1590, 11/01/88) (Ord. No. 1590, Amended, 11/1/88; Ord. No. 1676, Amended, 10/02/90; Ord. No. 1693, Amended, 05/07/91)
- E. Upon approval of the Director, metered water usage may be used to determine the sewer use charge when it can be shown to be more accurate than using the average winter water usage. (Ord. 2003, 09/21/99)

(Ord. 2002-08, Amended, 07/16/2002; Ord. 2002-05, Amended, 05/21/2002; Ord. 2003, Amended, 09/21/1999)

7-02-001-0044 RESERVED FOR FUTURE USE

(Ord. No. 1693, Repealed, 05/07/91)

7-02-001-0045 PAYMENT OF BILLS AND CHARGES:

- A. All notices sent out by the City regarding sewer user accounts, and all notices regarding any other matter pertaining to the user of the City sewer system shall be sent to the house and street number of such property. To insure proper delivery of notices, all errors in house numbers should be promptly reported to the Finance Section.
- B. The sewer account and bill shall distinguish the amount of the sewer user charge from any industrial cost recovery charge, if applicable.
- C. All rates and service charges are payable when rendered and shall be paid by the due date. If the total of such bill is not received by the City within five (5) days after the due date the consumer shall be

charged an additional \$5.00 non-refundable late payment penalty fee. Consumers on a payment plan that has been approved by the Utilities Division may be exempted from the late payment penalty fee.

All charges shall be considered delinquent thirty (30) days after bill date. If the total of such bill is not paid within ten (10) days after the date of delinquency (30 days from bill date), a notice may be placed at the service address notifying of the past due amount and service charge which must be paid within 24 hours. After 24 hours, the water or sewer service may be disconnected from the premises of the delinquent consumer. The total amount of the bill due and any deposit, if such deposit is required, shall be collected before again providing sewer service or water service. Any closed, delinquent account requiring special collection effort may be assessed a delinquent collection charge to cover the additional cost as established by the Finance Director.

(Ord. 1849, 12/06/94)

- D. A consumer's water or sewer service may be disconnected for nonpayment of a bill for service rendered at a previous location served by the Finance Section, provided such bill is not paid within thirty (30) days after the unpaid bill has been presented to the consumer at his new location. (Ord. 1849, 12/06/94)
- E. Any expense caused to the City for the repair or replacement of damaged, stolen, tampered with or misused sewer or water facilities shall be charged against and collected from the person or persons who caused the expense.
- F. When a user of the water or sewer system has been notified of the amount of charges remaining due after the deduction of his security deposit, and payment for same has not been received, the Finance Director may assign the account to a bona fide collection agency. (Ord. 1849, 12/06/94)
- G. Before water or sewer service will be turned on to any premises all charges against the premises when due and payable to the City as required by this Chapter, or including any of the following items must have been paid; on account of labor supplied or materials furnished by the Utilities Division in the installation of service pipes connecting the premises with the City sewer mains, or for tapping the City sewer system; on account of water or sewer service previously supplied to the premises; whether used by the applicants or by some previous occupant of the premises; or on account of the assessment of any fine or penalty; or for turning water or sewer services off or on; or for repair or replacement of damaged, stolen or misused sewer works facilities.

(Ord. No. 1809, Amended, 06/15/93; Ord. No. 1809, Amended, 06/15/93; Ord. No. 1849, Amended, 12/06/94)

7-02-001-0046 NOTICE PRIOR TO DISCONNECT

Before discontinuing water or sewer service for non-payment of any sewer user charge, deposit or other assessment provided for in this Chapter, the Finance Director shall give written notice to the person, of the discontinuance and an opportunity to appear before the Finance Director or his designee on any disputed matter relative to the discontinuance of sewer service. (Ord. 1104, 12-4-79)

7-02-001-0047 SERVICE CONNECTIONS

Every separate building to be provided with sewer service shall have its own separate sewer service connection to the City sewer main, except that two (2) or more buildings located on the same lot or on contiguous lots under the same ownership or property known as a court, apartment house or block covering more than one lot, may be provided sewer service through the same connection as long as the single ownership continues. Upon change from such single ownership, a new and separate connection shall be immediately made for the building or premises to replace the indirect connection. No person having sewer service shall provide sewer service to any other sewer user, whether gratuitously or for a charge. (Ord. 1873, 06/20/95)(Ord. No. 1873, Enacted, 06/20/95)

7-02-001-0048 RESERVED FOR FUTURE USE:

7-02-001-0049 PERMITS REQUIRED FOR INDUSTRIAL USERS:

All Significant Industrial Users, as defined by this Chapter, Section [7-02-001-0011](#) (A) (1.) shall obtain a permit for connection and discharge to the City's sewer system from the Director of Utilities. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Amended, 05/07/91) (Ord. No. 1693, Repealed, 05/07/91)

7-02-001-0050 INDUSTRIAL USER PERMITS

A. The Significant Industrial User shall make application for such permit, at least ninety (90) days prior to commencement of discharge, on a form provided by the Director of Utilities. An applicant shall pay a fee as determined by the City of Flagstaff for each application and thereafter be issued an Industrial Wastewater Discharge Permit which shall be valid for a period of five (5) years from the date of issuance or less as determined by the Director of Utilities. (Ord. 1693, 5-7-91)

Industrial Wastewater Discharge Permit Fee

(Effective 1-1-07)	(Effective 1-1-08)	(Effective 1-1-09)	(Effective 1-1-10)
\$100 per year	\$150 per year	\$200 per year	\$250 per year

B. Upon expiration of such permit, an applicant who holds a valid wastewater discharge permit and is in compliance with the terms and conditions established by this Chapter, shall file an application for renewal of an industrial wastewater discharge permit, at least ninety (90) days prior to the expiration date of the previous permit, together with the existing fee and, thereafter, shall be issued a renewed industrial wastewater discharge permit, which shall be valid for a period of five (5) years from the date of issuance of the renewal or less as determined by the Director of Utilities. (Ord. 1693, 5-7-91)

C. The applicant shall submit the information contained in item (D) through (G) below and any other information requested by the City, at the time of submittal or the application will be rejected and the applicant required to resubmit with the appropriate fee. (Ord. 1693, 5-7-91)

D. An applicant seeking an industrial wastewater discharge permit or renewal shall submit, as part of its application, the results of an analysis, compliant with Standard Methods, conducted by a laboratory certified by the State of Arizona Department of Health Services, of a representative daily composite sample of the effluent discharge from the applicant's plant. (Ord. 1693, 5-7-91)

E. An applicant shall submit as part of its application for a permit, a discharge report which include, but not be limited to, the nature of process, volumes, rates of flow, production quantities, concentrations in the wastewater discharge and any other information that may be relevant to the generation of waste.

F. An applicant, as part of its application for a permit, shall submit a plan showing the location and size of on-site sewers, sampling point, pretreatment facilities, City sewers and any other pertinent physical details.

G. An applicant as part of its application for a permit shall list each product manufactured, the type, amount and rate of production and the chemical components and quantity of liquid or gaseous materials stored on-site, even though they may not normally be discharged into the sewer system.

H. In the event a producer of industrial waste which is authorized to make a connection to the City sewer for industrial waste disposal under the provisions hereof is sold, leased, or its operation is assumed or taken over by another person, firm or corporation other than that named in the permit, a new application for a permit shall be made by the new owner, lessee or operator. No permit issued under the provisions hereof shall be assignable and a violation of this provision shall be grounds for summary suspensions or revocation of such permit by the Director of Utilities.

- I. It shall be a condition of the permit that the City may at any time test any of the wastes being discharged by the company or plant for quality or quantity. A duly authorized City representative may enter the permittee's premises at any time during business or operational hours for the purpose of inspecting plant operations to estimate quality or quantity of wastes.
- J. It shall be a condition of the permit that the permittee shall install facilities, approved by the City Engineer at the permittee's expense for the purpose of the City's representative inspecting, observing and sampling representative flows in accordance with Section [7-02-001-0017](#) of this Chapter. (Ord. 1693, 5-7-91)
- K. It shall be a condition of the permit that additional periodic reports as may be required by the Director of Utilities to properly monitor the discharge of the industrial wastes, be submitted to the Director of Utilities.
- L. Issuance of an industrial wastewater discharge permit shall not release the permit holder from the obligation to comply with all other provisions of this Chapter.
- M. The City may change the conditions of any permit from time to time as may be necessary in order to comply with requirements of Federal or State regulations. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Amended, 05/07/91); (Ord. 2002-08, Amended, 07/16/2002); (Amended Ord. No. 2006-27; 11/07/2006)

7-02-001-0051 PERMITTEE REQUIREMENTS

- A. Each permittee shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this Chapter. If such discharge may occur, permittee must report it to the Director of Utilities as described in Section [7-02-001-0013](#). (Ord. 1693, 5-7-91)
- B. In order that officers, agents and employees of permittees will be informed of the City's requirements, permittees shall make available to their employees copies of this Chapter together with such other wastewater information and notices which may be furnished by the City from time to time for the purposes of improving and making more effective water pollution control. A notice shall be furnished and permanently posted on the permittee's bulletin board advising officers, agents and employees who to call in case of an accidental discharge in excess of the limits authorized by the permit. (Ord. 1693, 5-7-91)
- C. Any possible connection or entry point for a hazardous and/or prohibited substance to the permittee's plumbing or drainage system shall be appropriately labeled to warn operating personnel against discharge of such substances. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Rep&ReEn, 05/07/91)

7-02-001-0052 RESERVED FOR FUTURE USE

7-02-001-0053 RESERVED FOR FUTURE USE

(Ord. No. 1693, Repealed, 05/07/91)

7-02-001-0054 RESERVED FOR FUTURE USE

(Ord. 1236, 11-29-82)

7-02-001-0055 RESERVED FOR FUTURE USE

7-02-001-0056 RESERVED FOR FUTURE USE:

(Ord. 1236, 11-29-82)

(Ord. No. 1693, Repealed, 05/07/91)

7-02-001-0057 RESERVED FOR FUTURE USE:

(Ord. No. 1693, Repealed, 05/07/91)

7-02-001-0058 RESERVED FOR FUTURE USE**7-02-001-0059 SERVICE OUTSIDE CITY LIMITS**

- A. For all places outside the corporate limits of the City not mentioned in this Chapter where sewer service is rendered by the City, and for which no rate is specifically fixed, the rate to be charged, including a connection charge, shall be as fixed by the City Council.
- B. City sewer service offered to users outside the City limits shall be offered by the City subject to compliance by the users with the terms of this Chapter.

(Ord. No. 1693, Repealed, 05/07/91)

7-02-001-0060 RESPONSIBILITY FOR ENFORCEMENT

- A. The City's Director of Utilities or authorized deputy, agent, or representatives shall have authority over all field operations of the City's wastewater treatment and collection system, including flow test measurements, quality of waste, service connections, line construction plus the operation and maintenance of all wastewater facilities. (Ord. 1723, 4/7/92) (Ord. 1950, 08/05/97)
- B. The City's Director of Finance or authorized deputy, agent, or representative shall have the authority to determine and collect all service rates and to make such regulations as necessary for same, including the ordering of a discontinuance of service for non-payment of required service fees. (Ord. 1723, 4/7/92) (Ord. 1950, 08/05/97)
- C. The rules and regulations of this Chapter are made for the benefit of the users of the City sewer system, for the protection of the sewer system, and to protect the quality of the effluent of the sewage treatment plants. Their enforcement shall in no case be willfully ignored by any City official or employee. (Ord. 1693, 5/7/91)

(Ord. No. 1693, Amended, 05/07/91; Ord. No. 1950, Revised, 08/05/97)

7-02-001-0061 DISCONNECTION OF SERVICE

The violation of any section of this Chapter shall be sufficient cause for the City to discontinue water or sewer service to any premises, and such service shall not be restored until such violations have been discontinued or eliminated and all outstanding charges paid. The discontinuance of sewer service shall be accomplished by physically cutting and blocking the building connection. A charge for disconnecting and reconnecting shall be paid to the Finance Section for reconnecting the sewer service. (Ord. 1693, 5-7-91)

(Ord. No. 1693, Amended, 05/07/91)

7-02-001-0062 RESERVED FOR FUTURE USE

(Ord. 2002-08, Repealed and Replaced, 07/16/2002)

7-02-001-0063 INTENT OF CHAPTER

In order to meet the grant regulation requirements for Construction of Treatment Works established by E.P.A. at [40](#) CFR Part [30](#) and [40](#) CFR Part 35, the City is required by the Regional Administrator to have its user charge rates and ordinance approved and enacted before the treatment works constructed with grant funds are placed in operation. To satisfy this requirement, the City has this day enacted and approved this Chapter. It is the intent of the City Council that the rates and procedures required by E.P.A. be effective before the treatment works constructed with the grant are placed in operation. (Ord. 1104, 12-4-79)

ORDINANCE NO. 2015-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 7-02, WASTEWATER REGULATIONS, BY ADOPTING THE "REVISED DISCHARGE LIMITATIONS FOR INDUSTRIAL USERS" AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK RELATING TO THE STANDARDS AND LOCAL LIMITS FOR INDUSTRIAL SEWER DISCHARGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, on July 16, 2002, the City of Flagstaff ("City") amended wastewater regulations by adopting Ordinance No. 2002-08 amending the uniform requirements for users of the Publicly Owned Treatment Works for the City of Flagstaff and establishing local limits for sewer industrial discharge; and

WHEREAS, the local limits for sewer industrial discharge under the City's wastewater regulations are updated and revised from time to time;

WHEREAS, the Utilities Division has again prepared and proposes that the Council adopt a newly revised local limits for sewer industrial discharge; and

WHEREAS, having considered the recommendation of the Utilities Division and having read and considered the Staff Summary Report submitted in support of this Ordinance, the Council finds that adoption of the revised discharge limitations for industrial users is in the best interests of the citizens of the City of Flagstaff.

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

SECTION 1. In General.

The Flagstaff City Code, Chapter 7-02, *Wastewater Regulations*, Sections: 7-02-001-0004 *Definitions*; 7-02-001-0006 *Allocation of Responsibility for Cleaning, Repair and Replacement of Building Sewers and Connections*; 7-02-001-0009 *Prohibited Substances*; 7-02-001-0010 *Standards for Discharge*; 7-02-001-0011 *Industrial Classifications*; 7-02-001-0012 *Industrial Self-Monitoring*; 7-02-001-0016 *Interceptors; Type, Capacity, Locations, Maintenance*; 7-02-001-0021 *Procedures for Enforcement*; are hereby amended by adoption of the amendments set forth in that document known as the "*Discharge Limitations for Industrial Users*," declared a public record by Resolution No. 2015-19 and on file with the Clerk.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date.

This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this ____ the day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Malcolm Alter, Stormwater Program Manager
Date: 05/11/2015
Meeting Date: 05/19/2015



TITLE:

Consideration and Adoption of Resolution 2015-17 and Ordinance No. 2015-07: A resolution of the Flagstaff City Council declaring the Revised Stormwater Utility Credit Manual a public record and an ordinance adopting the Revised Stormwater Utility Credit Manual by reference. ***(Updates and revisions to Stormwater Utility Credit Manual)***

RECOMMENDED ACTION:

At the Council Meeting of May 19, 2015

- 1) Read Resolution No. 2015-17 by title only
- 2) City Clerk reads Resolution No. 2015-17 by title only (if approved above)
- 3) Read Ordinance No. 2015-07 by title only for the first time
- 4) City Clerk reads Ordinance No. 2015-07 by title only (if approved above)

At the Council Meeting of June 2, 2015

- 5) Adopt Resolution No. 2015-17
- 6) Read Ordinance No. 2015-07 by title only for the final time
- 7) City Clerk reads Ordinance No. 2015-07 by title only (if approved above)
- 8) Adopt Ordinance No. 2015-07

Executive Summary:

The Credit Manual was originally adopted by Ordinance No. 2006-17 on July 18, 2006. The Credit Manual provides discounts on the Stormwater Utility bills for on-site improvements or activities related to stormwater quantity (flood control) or stormwater quality improvements. The Ordinance is in need of updating and minor housekeeping changes. Proposed credit amounts have not changed.

The Water Commission considered the Ordinance at their meetings of October 2014 and December 2014, and recommend approval of the Ordinance. Staff summaries of these two meeting are attached.

Financial Impact:

Credit amounts decrease the revenue of the Stormwater Utility. The Water Commission discussed these concerns as indicated in the attached staff summaries. To summarize, the amount of existing credits is \$9,465 per year and the potential exposure to the Utility, if every eligible credit was provided is estimated at \$50,000 to \$75,000 per year. The annual revenue of the Utility is about \$1.4 million.

Ord. 2015-07

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

REPORT TO THE WATER COMMISSION

Malcolm Alter, Stormwater Manager

Prepared by

FROM: UTILITIES DEPARTMENT

Date: October 8, 2014

MEETING OF: October 16, 2014

Department Head Signature

AGENDA ITEM: Introduction to, and Consideration of, Revisions to the Stormwater Credit Manual

STATEMENT:

This is proposed to be the first of two meetings with the Water Commission to consider revisions to the Stormwater Credit Manual (SCM). The Credit Manual was adopted by Ordinance No. 2006-17 on July 18, 2006. This first meeting is intended to provide background and history of the SCM and receive input and questions. The second meeting is intended as an action item to formally recommend changes, if any, to the SCM for consideration by Council.

RECOMMENDATION:

This meeting is intended as informational. Input from the Water Commission is appreciated to help develop a draft of proposed revisions to be considered formally at the next meeting.

DISCUSSION:

Referencing the attached SCM, a number of references within the document are old and outdated. You will note that the SCM is labeled as “interim”. Reference is given to the need to complete the City’s Stormwater Master Plan. Although there is no one single Master Plan, the master-planning effort is substantially complete at this time. The SCM was also developed prior to the City’s development of the Stormwater LID Manual, which is now complete. Further complicating the adoption of a “final” SCM, the City has been involved in a lawsuit surrounding the Stormwater Utility. The lawsuit has now been settled. The SCM was originally part of the complaints filed by the plaintiffs in the lawsuit. However, as the case progressed, the SCM was found to be in conformance with law and was not part of the settlement or the case in general. It should be noted that the specific area of concern was the rain-barrel credit of 10%. Although the credit is not proportional respecting the quantity of stormwater retained on-site, the element of conservation must also be considered. In that regard, the rain-barrel credit is appropriate.

The SCM is fully functional in its present form, albeit outdated. More specifically, the credit affected is for the implementation of LID which is not specifically cited in the SCM. However, the general credit for “Stormwater Quality BMP’s” covers LID and credit has been provided accordingly.

Possible outcomes for consideration by the Water Commission include:

- Should the SCM not be revised (“do nothing alternative”)?
- What should the changes be? Should the changes be updating and clarifying only?
- Should we consider changing the credit values?

The development of specific credit values was based on the existing stormwater program and the effectiveness of the stormwater control on our stormwater system. This methodology is explained in detail within the SCM. An examination of the Stormwater Work Program shows that these numbers may change slightly. Staff will assess the program and make the necessary changes for the second meeting with the Water Commission, assuming the Water Commission would like to move forward with revisions.

On the attached SCM, staff has provided some recommendations and thoughts for discussion.

Attachment: Stormwater Credit Manual w/ staff comments

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

REPORT TO THE WATER COMMISSION

Malcolm Alter, Stormwater Manager

Prepared by

FROM: UTILITIES DEPARTMENT

Date: December 5, 2014

MEETING OF: December 18, 2014

Department Head Signature

AGENDA ITEM: Consideration of the Revised Stormwater Credit Manual

STATEMENT:

This is proposed to be the second of two meetings with the Water Commission to consider revisions to the Stormwater Credit Manual (SCM). The Credit Manual was adopted by Ordinance No. 2006-17 on July 18, 2006. This meeting is intended as an action item to formally recommend changes, if any, to the SCM for consideration by Council.

RECOMMENDATION:

It is requested that the Water Commission consider a recommendation to Council for approval for the revised SCM.

DISCUSSION:

At the Water Commission Meeting of October 16th, staff presented proposed changes and formatting concerns to the Commission. A number of concerns and observations were noted. Below is a summary of issues and staff responses:

1. *The existing Manual contains excessive mathematical justification. Consider pulling out math.*
Staff response: The math has been simplified and contained within a document that will be provided to Council as back-up materials, but will not be part of the Ordinance. The actual credit amounts are specifically contained within the Ordinance. The City Attorney's Office has determined that this is acceptable.
2. *Consider taking out the application.*
Staff response: The application is part of the supporting documentation and will not be in the Ordinance.
3. *Does this have to be an Ordinance?*
Staff response: The City Attorney's Office recommends an Ordinance.

4. *Clarify partial proportionate credit.*

Staff response: Language has been changed to “prorated”.

5. *Quantify dollar amounts of existing credits and amount of potential exposure.*

Staff response: The following table provides that information on existing credits:

Rate	Type	# of Accounts	Annual \$ Amount
C 9%	25 yr detention	2	\$101
C 19.25%	100 yr det.	4	\$1,285
C 22%	Quality BMP	1	\$2,231
C 68%	Quality BMP	2	\$1,560
R 9%	25 yr det.	1	\$3
R 19.25%	100 yr. det	419	\$3,371
R 29.25%	Det +rainbarrel	12	\$164
R 68%	Quality BMP	2	\$74
R 10%	Rainbarrels	59	\$276
		Total Annual Credit	\$9,465

C=commercial

R=residential

It is difficult to determine specific exposure. However assuming that about 25% of the City was constructed after the year 1990, this would also equate to 25% of the Utility income. Assuming a 15% credit for this proportion, total exposure would be \$50,000 to \$75,000 per year. Obviously, this is an order of magnitude estimate.

6. *Consider impacts of cost recovery on rain barrels.*

Staff response: The cost is \$150 for two 55 gallon rain barrels, or \$1.36 per gallon initial price. The price of potable water is about \$2.50 / 1000 gallons. Rain barrels would need to fill 544 times to break even with the cost of potable water.

7. *Consider eliminating the conservation easement.*

Staff response: There are several developments in the planning stages that would have this option, for that reason, staff is recommending keeping this credit available.

A summary of the document changes and items in your packet for consideration are:

- A staff document entitled “Determination of Stormwater Credit Amounts”. This serves as the back-up document as to how the credits are calculated and applied. This was formerly in the Ordinance itself. The credits are basically the same, some rounding has occurred as the methodology is general in nature. The application is included in this document.
- A draft Ordinance that includes the basic credit amounts.

Summary

The proposed revisions to the SCM are primarily formatting and simplification. Specific credit amounts have not changed except for general mathematical rounding. Credit amounts are typically derived quantitatively, with the exception of residential rain barrels, conservation easements and educational programs. It is anticipated that some conversation related to the qualitative credits, specifically the residential rain barrel credit may occur with Council, as it has with the water Commission.

Attachments:

Stormwater Credit Manual w/ staff comments (as previously provide at the Water Commission meeting of October 16th)

Determination of Stormwater Credit Amounts, December 2014

Draft Ordinance

Staff comments in red.



EXHIBIT A

City of Flagstaff, Stormwater Division

Interim Stormwater Utility Credit Manual

Remove “interim”

This Credit Manual is provided pursuant to the provisions of the Stormwater Management Utility Ordinance (Division 12-02-001). Section 12-02-001-000(g) states that “. . . credits against stormwater utility service charges are an appropriate means of adjusting fees, rates, rentals, charges, fines, and penalties”

Furthermore, said Ordinance defines “credit” as “. . . a program or service or activity that reduces the Stormwater Management Utility’s cost of providing stormwater management programs . . .”.

At present, this Manual has been adopted on an interim basis due to pending development of the City’s Stormwater Master Plan. The Master Plan will specifically identify stormwater quantity and quality Best Management Practices (BMP’s). These BMP’s will be incorporated into the Manual in order to provide credits to the community.

Stormwater quality BMP’s needs to changed to LID/water harvesting...

In order to be fair and equitable to the community, the credits may be applied retroactively to the initial billing date of July 1, 2003. However, a sunset date is established for the retroactive credit. Applications made after July 1, 2007, will not receive the retroactive credit, but will be credited on future bills according to the appropriate credit. For some stormwater controls, the credit is provided in a two-tier approach corresponding to changes in the credit structure per Ordinance 2006-002.

This Manual has been revised pursuant to the stormwater utility rate increase detailed in City Ordinance No. 2006-02. Credits have been changed for detention basins and stormwater quality best management practices (BMP’s). Due to changes in the City’s Stormwater Management Program, credits for detention basins constructed after year 2000 have increased from 12.5% to 19.25%, and for basins constructed prior to the year 2000, credits have increased from 5% to 9%. Due to these changes, the retroactive credit will be apportioned accordingly, as detailed in the Application. The credit for stormwater quality BMP’s has increased from 50% to 68% and will also be credited in a phased approach.

The above gets omitted....

The following is a proposal to provide credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below:

City Stormwater Program Elements

An assessment of the City's Stormwater Management Activities is necessary in order to determine appropriate credits. Essentially, the Program has two overall functional areas that include many sub-categories: Stormwater Quantity and Stormwater Quality. Stormwater Quantity is clearly the larger of the two and includes the following activities:

- Regulatory Compliance: FEMA Regulations, ADWR Regulations, City Floodplain Regulations, Floodplain Permits, CRS, NFIP
- Civil Plan Review and Drainage Report Review
- Capital Drainage Improvement Program
- Drainage Complaint resolution
- Special Projects: rain and stream gages, LIDAR
- Masterplan

Stormwater Quality activities include:

- NPDES Compliance Activities

As the Stormwater Program is evolving via the proposed Master Plan, qualitative assessments must be performed. Below is a breakdown of staffing allocations.

- Regulatory Compliance 19.5%
- Civil Plan Review/Drainage Report 18%
- Capital 14%
- Special Projects 7%
- Master Plan 14%
- NPDES Compliance 26.5%

The above numbers to be revised: only slight changes anticipated.

An assessment of the mitigations created by detention basins shows an impact of approximately 38.5% of the Stormwater Division activities (10% of regulatory, 3.5% special projects, and 11% Master Plan, and 14% Capital Improvements). Quality improvements and volume decreases (done together) impact approximately 68% of the program (same as for detention adding NPDES Compliance and 3% Master Plan).

The above methodology should probably be contained in an administrative document. Rarely does something like this appear in an Ordinance.

Stormwater Quantity

- Detention/Retention Basins

Stormwater detention/retention provides benefit to the City's stormwater conveyance system by attenuating the peak runoff leaving a site and thereby reducing the peak discharge on the receiving watercourse in most instances. Credits are proposed on a tiered basis for detention basins depending on the peak mitigation pursuant to the City Regulations that were effective at the time of construction.

Retention is not generally allowed per City Code. However, an exemption may be granted due to topography. For those rare instances resulting in a City-approved retention facility, credits are proposed

to be the same as detention facilities. **This needs some changes, probably remove retention now, with the adoption of LID.**

An examination of the City runoff coefficients for developed versus undeveloped property and application of the Rational Equation show that impervious surface versus natural ground results in an increase of about 40-50% in volume of runoff. Post-development discharge peak rates are required to be no more than pre-developed conditions. Therefore, detention reduces the rate at which stormwater leaves a site by 40-50% (as opposed to no detention and a developed site). The specific amount of increase or decrease is dependent upon the existing site condition. On the primary watercourse, the peak discharge is reduced less than these numbers due to the volume increase and the effect of those volume increases on the hydrograph of the receiving watercourse.

There are difficulties in determining an appropriate credit for stormwater detention. When considering flood control over the entire receiving watercourse, the effects of detention are different based on the location in the watershed. For example, detention performed in certain portions of the watershed may actually increase the peak discharge, while a peak reduction can occur if detention is waived within certain portions of the watershed. The proposed City Drainage Master Plan is intended to help address these difficulties. The credit proposed for detention basins constructed prior to year 2000 is based on an assessment of the discharge rate of 100 year detention (current standard) as opposed to 25 year detention (pre-2000 standard).

A lot of the “justification” wording should be omitted....same discussion as above, should be in administrative document?

A developed property that utilizes stormwater detention typically must reduce the peak flow by about 50% in order to meet the peak discharge of the pre-developed conditions. Therefore, since the peak discharges are decreased on average about 50% and detention impacts about 38.5% of the current program, detention/retention credits should be 19.25% for detention/retention basins constructed after year 2000 and 9% for detention/retention basins constructed prior to year 2000.

- Stormwater Quality Improvements; Implementation of Stormwater Quality BMPs

There is a clear benefit to the City’s conveyance system and the quality of our stormwater based on the implementation of a BMP that improves water quality and that may achieve a reduction in the amount or volume of stormwater released from a site. Detention provides no such benefit; and retention is generally not allowed per the City’s Regulations. However, with the development of new BMPs, opportunities for stormwater quality improvements and volume reductions exist. Examples of BMPs that improve quality and reduce volumes are porous pavements, grassy swales, and artificial wetlands. In order to satisfy the City’s exclusion of stormwater retention, a volume reduction proposal must be associated with a stormwater quality BMP that is reviewed and approved by the City. Criteria that will be considered includes infiltration, use of certain plants that demonstrate significant uptake of pollutants and assurances that standing stormwater will dissipate within a certain amount of time and not become a vector control issue. A credit is proposed for a quality improvement and volume reduction.

Demonstration of a Stormwater Quality BMP that improves water quality and contains the 100 year flood volume should be credited 68% with partial, proportionate credit provided for containment and water quality improvements of lesser rainfall-runoff events.

The above needs to be changed to LID/rain water harvesting, specific LID/Harvesting amounts to be included (1 inch of LID). Note: still need overall proportionate share as some developments do more or less than the required 1 inch threshold.

- Conservation Easements

A credit is proposed for the recordation of a Conservation Easement. A Conservation Easement is defined as a nonpossessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 10 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement is directly related to stormwater quality, which is presently 25% of the City's stormwater program.

The proposed credit for the granting of a Conservation Easement is 10%.

- Development and Implementation of a Structured Educational Program.

A credit is proposed for an institution or organization that develops and implements a Public Education Program for primary, secondary and college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and also, A.R.S., Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

The effects of a public education program on stormwater quality can only be assessed qualitatively, but it is considered a vital component of the City's Stormwater Quality Program. If such a program is properly structured, the program would assist the City with NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

The proposed credit for the development of a Structured Educational Program is up to 20%. The Credit will be provided so long as the Educational Program is active.

- Water Harvesting for Residential Development

Residents who provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption should be afforded credits. Collection of rainwater relates to reduced volume as well as improvements in quality.

A typical rain barrel only collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off. Nevertheless, there is a significant impact to water quality issues that must be addressed qualitatively. Roofs generate metals as pollutants and frequent rainfall runoff events are captured. The use of the roof water on vegetation as irrigation results in improvements to water quality.

The proposed credit for the installation of rain barrels on all residential downspouts should be credited 10%.

Proposed Procedure For Application of Credits:

An applicant must complete the attached Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. Assuming eligibility requirements are met, an adjustment to the utility bill will be entered within 10 business days after the completion of the staff review.

The Stormwater Division Staff will provide periodic inspection activities to verify credits and to verify that credited facilities are being properly maintained. Upon discovery of a deficiency, a letter will be sent to the applicant noting the deficiency and suspension of the credit. Upon receipt of a correction notification attesting that the deficiencies have been corrected and upon verification of the corrections by the City, the credit will be reinstated.



City of Flagstaff, Stormwater Division

Application for Interim Stormwater Credit

Dear Citizen;

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented certain Stormwater controls on your property, you may be eligible for a reduction in your current fee. Please check the appropriate boxes and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

Upon review, verification and approval of your application, the City will provide the credit to your account within 10 business days. A copy of the processed application will be provided to you for your records.

CREDITS:

Update/remove retroactive...

___ **Stormwater Detention/retention** (commercial, industrial, multi-family, and members of homeowners associations):

___ There is a detention/retention basin on my property constructed after year 2000 that provides detention/retention for the 2, 10 and 100-year events. The basin is presently functional and maintenance is performed as necessary (for a home owner's association, please provide documentation that basins are inspected and maintained).

A 12.5% credit is provided from July 1, 2003 to July 6, 2006 and a credit of 19.25% is provided from July 7, 2006 henceforth.

___ There is a detention/retention basin that was constructed between years 1990 and 2000 that provides detention/retention for the 25-year flood event. The basin is presently functional and maintenance is performed as necessary (for home owner's association, please provide documentation that basins are inspected and maintained).

A 5% credit is provided from July 1, 2003 to July 6, 2006 and a credit of 9% is provided from July 7, 2006 henceforth.

___ **Residential Water Harvesting**

___ I have installed at least two rain barrels, of a minimum 50 gallon capacity each, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.

A 10% credit may be applied.

___ **Stormwater Quality BMPs** (residential, commercial, and industrial) **update LID/RWH**

___ I have implemented Stormwater Quality Best Management Practices (BMPs) on my property according to recognized BMP manuals that improve the water quality of the runoff leaving my property or to reduce the quantity of runoff leaving my property. Attached I have included a description of the BMPs I have implemented, a sketch of my property and have shown the location of the BMPs.

Up to a 50% credit is provided from July 1, 2003 to July 6, 2006 and a credit of up to 68% is provided from July 7, 2006 henceforth.

___ **Conservation Easement**

___ I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the Conservation Easement. I acknowledge that the Conservation Easement protects at least 10 contiguous acres. Note: Prior to recordation of the Conservation Easement and Holder Acceptance, the applicant is encouraged to have all of the required documentation reviewed by City staff. A 10% credit may be applied.

___ **Structured Educational Program**

___ My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes. Up to a 20% credit may be provided.

___ **Retroactive Credit Request Remove**

I would like to request that my credit be applied retroactively. I attest that the stormwater measures checked above have been in place and functioning since _____ (month/year). I also attest that I have owned or lived at the property since _____ (month/year). I also hereby give the City permission to enter the property for the purpose of inspecting and verifying the requested stormwater facilities. **Expired** verification of my requested stormwater facilities. Credits are not applicable prior to the initial billing date of July 1, 2003 or creditable to previous property owners. This retroactive credit provision expires July 1, 2007.

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Subdivision Name (if applicable): _____

Home Owner's Association Name and contact phone # (if applicable)

By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my stormwater credits are existing and functioning properly. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.

Print Name

Signature

You will be sent an executed copy of this form for your records.

For office use only

Received by: _____

Application Verification: _____

Date applied toward billing: _____

Authorized signature: _____

RESOLUTION NO. 2015-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK ENTITLED THE "REVISED STORMWATER UTILITY CREDIT MANUAL" AND DECLARING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provision of the City Code by reference to a public record, providing that the adopting ordinance is published in full;

ENACTMENTS:

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

SECTION 1.

That certain document known as "*REVISED STORMWATER UTILITY CREDIT MANUAL*", attached hereto as Exhibit A, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

SECTION 2.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A
UTILITIES DIVISION
Stormwater Management



REVISED STORMWATER UTILITY CREDIT MANUAL

Prepared by Malcolm Alter
December 2014

The following is a general accounting for the determination of appropriate credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below:

City Stormwater Program Elements

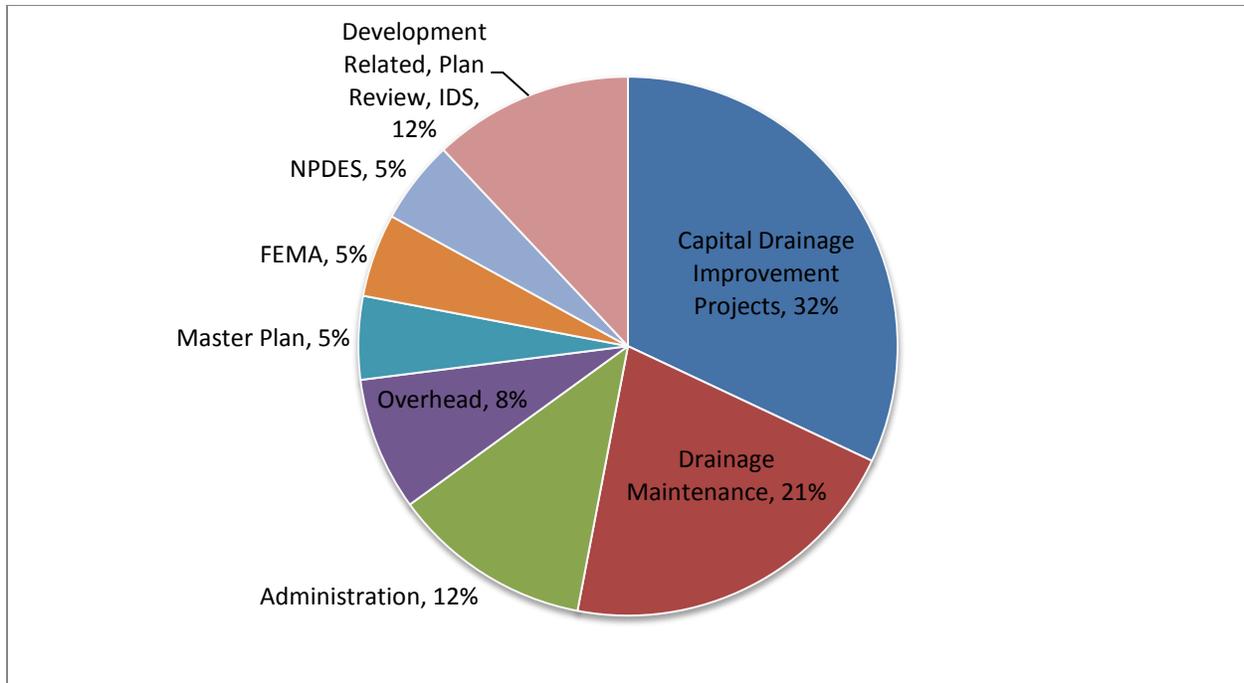
An assessment of the City's Stormwater Management Activities is necessary in order to determine appropriate credits. Essentially, the Program has two overall functional areas that include many sub-categories: Stormwater Quantity and Stormwater Quality. Stormwater Quantity is clearly the larger of the two and includes the following activities:

- Regulatory Compliance: Federal Emergency Management Agency (FEMA) Regulations, Arizona Department of Water Resources (ADWR) Regulations, City Floodplain Regulations, Floodplain Permits, Community Rating System (CRS), National Flood Insurance Protection (NFIP);
- Civil Plan Review and Drainage Report Review;
- Capital Drainage Improvement Program;
- Masterplan activities;
- Drainage Maintenance.

Stormwater Quality activities include:

- National Pollutant Discharge Elimination System (NPDES) Compliance Activities;
- Low Impact Development projects.

The general budget breakdown for Stormwater Section activities are shown in the following pie chart:



Relationship of mitigations to program elements

The goal of determining specific credit amounts is based on the effectiveness of the mitigation and its relationship to the program. Please note that the calculation of specific credit amounts are based off data that is subject to minor fluctuations respecting specific budget items in any given year. Therefore credit calculations should be considered general in nature.

Detention Basins

Detention basins control the rate of runoff thereby ensuring that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

Therefore, a credit for detention basins that meet the current standard for attenuation of the 100-year storm is 20%.

For detention basins constructed from 1990 to 2000 that are only designed to attenuate the 25-year storm, a credit of 9%.

Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)

LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and

4master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

Therefore a credit of 10% is provided for LID or active rainwater harvesting mitigations constructed to the 1 inch level. Credit may be provided for varying amounts of LID on a prorated basis not to exceed 68%.

Conservation Easements

A credit for the recordation of a Conservation Easement. A Conservation Easement is defined as a non-possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 10 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

The credit for the granting of a Conservation Easement is 10%.

Development and Implementation of a Structured Educational Program

A credit for an institution or organization that develops and implements a Public Education Program for primary, secondary and college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and also, A.R.S., Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

The effects of a public education program on stormwater quality can only be assessed qualitatively, but it is considered a vital component of the City's Stormwater Quality Program. If such a program is properly structured, the program would assist the City with NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

The proposed credit for the development of a Structured Educational Program is up to 20%. The Credit will be provided so long as the Educational Program is active.

Water Harvesting for Residential Development

Residents who provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption

should be afforded credits. Collection of rainwater relates to reduced volume as well as improvements in quality.

A typical rain barrel only collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off. Nevertheless, there is a significant impact to water quality issues that must be addressed qualitatively. Roofs generate metals as pollutants and frequent rainfall runoff events are captured. The use of roof water as irrigation on vegetation results in improvements to water quality. Harvesting also decreases demands on potable water use.

The credit for the installation of rain barrels on all residential downspouts should be credited 10%.

Procedure For Application of Credits:

An applicant must complete the Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. Assuming eligibility requirements are met, an adjustment to the utility bill will be entered within 10 business days after the completion of the staff review.

The Stormwater Division Staff may provide periodic inspection activities to verify credits and to verify that credited facilities are being properly maintained. Upon discovery of a deficiency, a letter will be sent to the applicant noting the deficiency and suspension of the credit. Upon receipt of a correction notification attesting that the deficiencies have been corrected and upon verification of the corrections by the City, the credit will be reinstated.



City of Flagstaff, Stormwater Division

Application for Stormwater Utility Fee Credit

Dear Citizen;

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented certain Stormwater controls on your property, you may be eligible for a reduction in your current fee. Please check the appropriate boxes and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

Upon review, verification and approval of your application, the City will provide the credit to your account within 10 business days. A copy of the processed application will be provided to you for your records.

CREDITS:

___ **Stormwater Detention** (commercial, industrial, multi-family, and members of homeowners associations):

___ There is a detention basin on my property constructed after year 2000 that provides detention for the 2-year, 10-year, and 100-year events. The basin is presently functional and maintenance is performed as necessary (for a home owner's association, please provide documentation that basins are inspected and maintained).

A credit of 20% is provided.

___ There is a detention basin that was constructed between years 1990 and 2000 that provides detention for the 25-year flood event. The basin is presently functional and maintenance is performed as necessary (for home owner's association, please provide documentation that basins are inspected and maintained).

A 9% credit is provided.

___ **Residential Water Harvesting** (individual residential only):

___ I have installed at least two rain barrels, of a minimum 50 gallon capacity each, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.

A 10% credit is provided.

_____ **Low Impact Development (LID) or Active Rainwater Harvesting (commercial, industrial, multi-family or members of homeowner's associations)**

___ **My property has been constructed with city-approved LID or active rainwater harvesting. The facilities are presently functional and maintenance is performed as necessary (for home owner's association, please provide documentation that facilities are inspected and maintained).**

A 10% credit is provided. Partial, prorated credits may be applied for varying amounts of LID/Active harvesting.

_____ **Conservation Easement**

___ I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the Conservation Easement. I acknowledge that the Conservation Easement protects at least 10 contiguous acres. Note: Prior to recordation of the Conservation Easement and Holder Acceptance, the applicant is encouraged to have all of the required documentation reviewed by City staff.

A 10% credit is provided.

_____ **Structured Educational Program**

___ My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes.
Up to a 20% credit may be provided.

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Subdivision Name (if applicable): _____

Home Owner's Association Name and contact phone # (if applicable)

By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my storm water facilities, as indicated above, exist and function properly to be eligible for stormwater credits. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.

Print Name _____ Signature _____

You will be sent an executed copy of this form for your records.

For office use only
Received by: _____
Application Verification: _____
Date applied toward billing: _____
Authorized signature: _____

ORDINANCE NO. 2015-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 12-02, STORMWATER MANAGEMENT UTILITY, BY ADOPTING THE “REVISED STORMWATER UTILITY CREDIT MANUAL” AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK RELATING TO THE PROVISION OF STORMWATER UTILITY CREDITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, on March 18, 2003, the City of Flagstaff (“City”) enacted the Stormwater Management Utility regulations as Division 12-02-001 of the City Code (“Stormwater Regulations”), thereby establishing the Stormwater Management Utility and, among other matters, establishing the Stormwater Management Utility Service Charge (“Service Charge”); and

WHEREAS, Section 12-02-001-0001 of the Stormwater Regulations recognizes that credits are an appropriate means of adjusting fees, rentals, charges, fines and penalties; and

WHEREAS, Section 12-02-001-0008(c) of the Stormwater Regulations requires the provision of credits against Service Charges and/or other methods of funding stormwater management; and

WHEREAS, on November 2, 2004 the City Council adopted Ordinance No. 2004-22, which established and Interim Stormwater Utility Credit Manual (“Interim Credit Manual”) as authorized by Section 12-02-001-0001 and 10-02-001-0008(c) of the Stormwater Regulations; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2006-17 to increase Service Charges and adopt a revised Interim Credit Manual under the Stormwater Regulations with a new fee structure which was implemented incrementally; and

WHEREAS, the Stormwater Division has again prepared and proposes that the Council adopt a newly revised credit amounts to be incorporated into the Stormwater Utility Credit Manual; and

WHEREAS, the City Water Commission has recommended that the Council adopt the proposed Revised Stormwater Utility Credit Manual; and

WHEREAS, having considered the recommendation of the Water Commission and having read and considered the Staff Summary Report submitted in support of this Ordinance, the Council finds that adoption of the Credit Manual by this Ordinance is in the best interests of the citizens of the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Chapter 12-02, *Stormwater Management Utility*, Section 12-02-002-0005 *STORMWATER MANAGEMENT UTILITY SERVICE CHARGE EXEMPTIONS AND CREDITS*, is hereby amended by adoption of the amendments set forth in that document known as the "*Revised Stormwater Utility Credit Manual*," declared a public record by Resolution No. 2015-17 and on file with the Clerk.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date.

This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this ____the day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY